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ABSTRACT

This curriculum was developed to give adult basic education (ABE) teachers starting points for developing their own units around housing-related issues. The texts have been chosen thematically, rather than by skill level. The materials are designed for group work--oral reading and discussion. Readings focus on housing repairs, court procedures, eviction, leases, organizing public housing tenants, tenant management, organizing the homeless, gentrification, and black urban development, especially in the Philadelphia area. The curriculum guide offers examples of how various kinds of texts can be used for teaching adult basic education. The use of poetry, fiction, interviews, newspaper articles, and technical consumer information is modeled. Appendixes list resources on housing and resources on South Africa and provide a housing code checklist, guidelines for grievance procedures, and sample letters. (KC)

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Where We Live

by Azi Ellowitch, M.Ed.

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1987
LA SALLE UNIVERSITY
URBAN CENTER

Urban Studies
and
Community Services Center
of
La Salle University

5501 Wister Street
Philadelphia, Pa. 19144

WHERE WE LIVE: A Curriculum Guide

ABE Materials that Address Housing Issues

by

Azi Ellowitch, M.Ed.

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Herman Grady
Chairman of the Board

Dennis Brunn, Ph.D.
Executive Director

c. June, 1987

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INTRODUCTION

Purpose

We hope that Where We Live can help learners incorporate "reading the world" with "reading the word."

However, this curriculum guide is not a cohesive whole. It is not designed to be used as a workbook, by starting at the beginning and working through the book. It does not start at an easy reading level and get progressively more difficult. It is not meant to be used by learners independently.

Where We Live is, intended rather, to give instructors and learners starting-points for developing their own units around housing-related issues. The texts have been chosen thematically rather than by skill level. The materials are designed for group work; oral reading and discussion. Our goal is that learning groups will be stimulated to follow-up their exchange of ideas with further research and discussion. The "Resources" listed in the appendix will hopefully lend support to this process.

Where We Live also offers examples of how various kinds of texts can be used for teaching adult basic education. The use of poetry, fiction, interviews, newspaper articles, and technical consumer information modeled in this guide can be replicated in whatever way fits the needs of the particular learning group and the style of the facilitator.

The materials in this curriculum may supplement training programs in tenants' rights. It should be noted, however, that this guide cannot substitute for valuable technical services, such as the classes offered by TAG in Philadelphia. Instructors should encourage any learner who is having a housing problem to contact the appropriate advocacy organization. Addresses and telephone numbers of several Philadelphia organizations are listed in the appendix

Using the Materials

The materials in this guide are structured so that any reading can be used independently of the rest. Some sections work together, but none has to be used in conjunction with any other. You will, therefore, find some repetition from one lesson to the next in vocabulary and in content. This repetition can serve the purpose of reinforcement and review.

The materials included represent a wide range of skill levels. Adult learners who use them will probably not conform to a neat "grade level." Adults do not come to reading and writing programs with a blank slate. They bring knowledge and skills that come from varied experiences. The solution to this diversity is not "matching" materials written at a certain grade level with learners who test at that level. In fact, learners at beginning and more advanced levels can benefit tremendously from participating in learning activities together. Group interaction can engage learners with the material and with each other, regardless of reading grade levels. Also, students' independent reading levels are quite different from their instructional levels. What someone can read and study in a guided process can be much more sophistocated than what the person can read and study independently.

Suggested Activities

The suggested activities that follow each reading should be used flexibly. The order, directions, and activities themselves can be changed to fit the routines and style of the facilitator and the group. For example, most of the terms and issues raised in the suggested activities can be discussed before, during, or after the reading. All the suggested language activities, from spelling exercises to comprehension questions can be decoded, discussed and analyzed, in the group.

The word attack exercises present a variety of ways to approach the task of analyzing words. The vocabulary activities offer instructors lists of the words and terms from each reading

that seem to lend themselves particularly well to certain types of exercises; working with word families, looking for contextual clues, breaking words into syllables, or analyzing phonetic patterns. These activities are many paths to the same destination. Therefore, breaking words into syllables may lead to discussions about definitions. Analyzing word families may lead to a spelling lesson.

Participants will give cues as to which words or terms are particularly charged, or meaningful. These words call for lots of attention. Other words may be discussed briefly; some can even be ignored. Each facilitator will feel his or her own way through this process.

Most of the comprehension questions should be discussed orally. The thinking processes learners employ should be elicited as much as possible. Learners can be asked to locate proof or evidence in the text for their answers. Instructors may wish to rewrite some of the comprehension questions in the format of multiple-choice, true/false, or any other type of question learners may need to become familiar with.

Discussion questions can be used for writing assignments. They can also be expanded to become long-term projects that individuals or groups may wish to investigate over a period of time. The most important part of Where We Live is not written on any of these pages. It is the part that is yet to be developed by learning groups who are motivated to explore where they live.

BALLAD OF THE LANDLORD

by Langston Hughes

Landlord, landlord,
My roof has sprung a leak.
Don't you 'member I told you about it
Way last week?

Landlord, landlord,
These steps is broken down.
When you come up yourself
It's a wonder you don't fall down.

Ten Bucks you say I owe you?
Ten Bucks you say is due?
Well, that's Ten Bucks more'n I'll pay you
Till you fix this house up new.

What? You gonna get eviction orders?
You gonna cut off my heat?
You gonna take my furniture and
Throw it in the street?

Um-huh! You talking high and mighty.
Talk on-till you get through.
You ain't gonna be able to say a word
If I land my fist on you.

Police! Police!
Come and get this man!
He's trying to ruin the government
And overturn the land!

Copper's whistle!
Patrol bell!
Arrest.

Precinct Station.
Iron Cell.
Headlines in press:

MAN THREATENS LANDLORD

TENANT HELD NO BAIL

JUDGE GIVES NEGRO 90 DAYS IN COUNTY JAIL

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MADAM AND THE RENT MAN *

by Langston Hughes

The rent man knocked.
He said, Howdy-do?
I said, What
Can I do for you?
He said, You know
Your rent is due.

I said, Listen,
Before I'd pay
I'd go to Hades
And rot away!

The sink is broke,
The water don't run,
And you ain't done a thing
You promised to've done.

Back window's cracked,
Kitchen floor squeaks,
There's rats in the cellar,
And the attic leaks.

He said, Madam,
It's not up to me.
I'm just the agent,
Don't you see?

I said, Naturally,
You pass the buck.
If it's money you want
You're out of luck.

He said, Madam,
I ain't pleased!
I said, Neither am I.

So we agrees!

*Copyright 1948 by Alfred A. Knopf, Inc. Reprinted from SELECTED POEMS OF LANGSTON HUGHES, by permission of the publisher.

"BALLAD OF THE LANDLORD" AND "MADAM AND THE RENT MAN," SUGGESTED ACTIVITIES

I. Rhyming Words
Identify the various sets of rhyming words. Can you think of other words to add to each list?
Follow-up activity: Write your own rhyming poem.

II. Identifying "Voice"
Read the poem out loud, in parts. The parts will include various character's voices, as well as others, like "narrator." (note: The various voices point to the complexity in these "simple" poems.)

III. Vocabulary
A. What do each of the following words and phrases mean? (Discuss in the group, then look words up to check.)
"Ballad of the Landlord"--
1. eviction
2. high and mighty
3. patrol
4. precinct
5. headlines
6. the press
7. bail
8. county

"Madam and the Rent Man"
1. Hades
2. agent
3. pass the buck

B. Endings
Can you think of any other words that end this way? Does the ending change the meaning of the word? If so, how?
"Ballad of the Landlord"
1. eviction
2. furniture
3. government

"Madam and the Rent Man"
1. naturally

IV. Comprehension
Tell the story of the poem in your own words. (literal meaning) Brainstorm: What is it about on a more general level? (figurative meaning) What issues come up in the poem?

V. Discussion/Writing
1. In "Ballad of the Landlord," who does the law and government seem to be for? Do you agree with what the poet is saying? Why or why not?
2. In "Madam and the Rent Man," what is the role of the agent? How does he avoid taking any responsibility? Have you ever been in a situation where you had to deal with a middleman? How did you/would you handle it?
3. Compare the two poems. What is similar about them? What is different?

4. How is reading the two poems together different from reading them separately?

VI. Standard/Non-standard English
1. Identify an example of non-standard English. How would you "translate" it into standard English?
2. Why do you think the poet uses non-standard English when he does?
3. Look at a number of examples of non-standard English next to their "translations" into Standard English (#1, above). What are some of the rules of grammar you notice for each? What are some differences you see between the two grammatical systems?

REPAIRS*

Tenants who have had problems getting their landlord to make repairs can take legal action. In 1978, the Pennsylvania Supreme Court decided a case called "Pugh vs. Holmes." In that case, the court established what they called a "Warranty of Habitability." This means that just as the tenant is responsible for paying rent, the landlord is responsible for giving the tenant a decent place to live. It means that landlords have a legal responsibility to maintain their property in good repair. They have to correct any conditions that make it unhealthy or unsafe.

The first legal step the tenant needs to take is to tell the landlord. The landlord must be told that something needs to be fixed and must be given time to fix it. If a tenant witholds rent money, the landlord may take it to court. So it is important for the tenant to be able to prove in court that s/he has asked the landlord to do the work. All requests made to the landlord should be put in writing. Letters should be dated. Tenants should always keep copies, and the letters should be sent "certified mail, return receipt requested." That way, it can be proved in court that the landlord received the letter.

The second step TAG recommends is that the tenant get an inspection by the Department of Licenses and Inspections (L & I). However, this is not legally required before doing one of the following:
(1) Repair and Deduct, make repairs and deduct the costs from future rent payments; (2) Witholding Rent, which must be done carefully and is legal only under certain conditions; and (3) Breaking the Lease, by moving out.

* Adapted and condensed from REPAIRS: A guide to Tenants' Rights by TAG, Tenant Action Group of Philadelphia.

WITHHOLDING RENT

There are two cases in which this can be done. The first is when a home has been found "unfit for human habitation" by L & I.

The "Pennsylvania Rent Witholding Act" allows tenants in an "unfit" property to put their rent into an "escrow account" rather than pay their landlord. These tenants are also eligible to receive "relocation assistance."

An escrow account is a special bank account where tenants pay their monthly rent. Escrow accounts can also be set up by "escrow agents." One of these is the Urban League. If a tenant puts his or her money into an escrow account, s/he must keep it there for 6 months.

If the property is still "unfit" after 6 months, the tenant can get back and keep all the money in the escrow account. But if L & I lifts the unfit notice withing the 6-month period, all the money in the account goes to the landlord.

Tenants can also withhold some or all of their rent under the "Warranty of Habitability." The Warranty allows tenants to deduct some or all of their rent based on their loss of the use of some or all of their home.

To use the Warranty, the procedures described for "repair-and-deduct" should be followed. That is: (1) Notify the landlord in writing about the needed repairs; (2) If possible, get an inspection from L & I; and (3) if the needed repairs haven't been made after a reasonable time, notify the landlord that some or all of the rent will be withheld until the repairs are made.

When writing to the landlord (see sample letter), tenants should explain why the amount of money is being withheld. There is no exact way to decide how much of the rent can be legally withheld. One way to figure it out is to answer the question, how much of the home could not be used, and for how

long? The following are two examples: (1) One room in a five-room apartment could not be used for one month. So one-fifth of a month's rent can be deducted. (2) There was no heat and the family was forced to stay with a friend or at a hotel for a week. So one-fourth of a month's rent can be deducted. In both of these examples, there should be proof that the story being told is true. Receipts need to be saved. People may have to be asked to testify in court as witnesses.

A judge will probably rule that if the tenant remained in the house or apartment, even if it was in bad condition, the home was worth something to the tenant. Therefore, the tenant should pay something.

Using the Warranty of Habitability does not require tenants to put their rent into a bank or escrow account. However, TAG strongly recommends that tenants do this for two reasons. First, if the landlord tries to evict a tenant for non-payment of rent, the eviction may be stopped by filing a complaint with the "Fair Housing Commission." But the Fair Housing Commission will only accept a complaint if the tenant can show that the withheld rent is in a separate bank account. Also the Fair Housing Commission will only accept a complaint if rent is being withheld because of serious repairs that have not been made.

The second reason why tenants should put withheld rent into a separate bank account is for protection if they end up fighting the landlord in court. Judges usually want to know if tenants have saved the withheld rent money. Also, the judge may rule that the tenant has withheld too much money from the landlord. Then the tenant may have to pay some of it back right away. In this case, the judge is supposed to give the tenant the chance to pay the extra amount and stay in the apartment or house. But tenants should be aware that judges do not always do this.

LICENSES AND INSPECTIONS

The "housing code" is a city ordinance which sets stantards for the safety and sanitation of housing in the city. The housing code is enforced by L & I. an inspection is free. After an inspection is requested, an inspector should come within a few days. If no one shows up, L & I supervisors should be called. If this doesn't work, the supervisor's supervisor should be contacted. TAG can help find out who that person is.**

REPAIR AND DEDUCT

If the tenant wants to have repairs made and deduct the expenses from his or her next rent payment, certain steps need to be taken. The tenant needs to notify the landlord of a repair problem in writing and give the landlord time to make the repairs. If the repairs are not made by that time, the tenant needs to write to the landlord once again. This letter will say that if the repairs are not made by a certain date, the tenant will have them done and deduct the expenses from future rent payments. (See appendix for sample letters.) Tenants who then make the repairs should pay the balance of their rent due and enclose a copy of the receipt for the repairs.

The same procedure can be used for other kinds of payments that are supposed to be the landlord's responsibility. For example, if the landlord is responsible for heat, and tenant is forced to buy a tank of oil, repair-and-deduct procedures can be followed.

If possible, the tenant should get more than one estimate (in writing) for the repairs. Tenants should not use bids from relatives.

Tenants who follow these procedures should be protected in Housing Court if the landlord tries to evict them for nonpayment of rent.

**See Appendix, "L & I: Getting an Inspection," p. 80

BREAKING THE LEASE

Usually, tenants are responsible for paying rent for the entire "term" or time of the lease. If a tenant moves out two months before the lease is up, then s/he is still responsible for rent for those two months.

However, under the Warranty of Habitability, the landlord has broken the lease by not correcting serious repair problems. In that case, the tenant can move out without paying the balance of the rent. In order to be able to prove that the landlord broke the lease, the same procedures as described for "repair-and-deduct" or "Withholding Rent" should be followed.

Tenants need to be aware that the landlord may take them to court to try to get the rent they think they are owed according to the length of the lease. For legal protection, tenants need to make sure to keep copies of everything they have written to their landlord.

REPAIRS, SUGGESTED ACTIVITIES

I. Syllables: Divide each of the following words into syllables. Share your ideas about how they should be divided. Pronounce each word. Discuss any difficulties you might have in pronunciation.

1. establish
2. legal
3. decent
4. maintain
5. withhold
6. request
7. future
8. deduct
9. condition
10. human
11. responsible
12. eligible
13. property
14. account
15. agent
16. protect
17. protection
18. allow
19. exact
20. accept
21. separate
22. apartment
23. contact
24. escrow

II. Word Families

A. For each of the following words, identify the root word and any endings or beginnings that have been added.

1. established
2. responsibility
3. receipt
4. inspection
5. protection
6. payment
7. nonpayment
8. carefully
9. safety
10. sanitation
11. unfit
12. habitation
13. relocation
14. assistance
15. procedure
16. relatives
17. reasonable
18. usually
19. unhealthy
20. unsafe
21. supervisor

B. For each of the following, add an ending to make a new word.

1. decent
2. maintain
3. deduct
4. evict
5. require
6. decide
7. recommend

C. Explain what is similar about these words. Identify the root word for each. Can you add to the list?

a) certify b) notify c) testify

III. Find each of the following words or phrases in the text. Discuss what each one means.

1. Pennsylvania Supreme Court
2. legal
3. warrant
4. Habitability
5. withhold/withheld
6. court
7. certify
8. deduct
9. ordinance
10. standard
11. sanitation
12. escrow
13. escrow agent
14. estimate
15. bid
16. the Fair Housing Commission
17. an account balance
18. the Urban League

IV. Comprehension

1. Explain the "Warranty of Habitability."
2. What is the first legal step a tenant needs to take regardless of whether s/he plans to repair and deduct, withhold, or break the lease and move?
3. What is the second step recommended by TAG?
4. What are some of the other steps tenants should take if they want to "repair and deduct"?
5. How much rent can be deducted according to the "Warranty of Habitability"? How can you figure this out?
6. Why is it best for a tenant who is withholding rent to open an escrow account?

V. Discussion/Writing

1. Have you ever had problems with a landlord who refused to make repairs? What did you do?
2. Do you know of anyone who has run into trouble because they didn't have proof of their communication with the landlord?
3. Do you know of anyone who has run into trouble because they didn't put their money in an escrow account?
4. Do you think that landlords try to take advantage of tenants who may not be aware of their rights? How do you think they are able to do this?
5. In what ways do you think the laws regarding repairs are fair to the tenant? In what ways do you think they are unfair?

I once lived in an apartment
where water came in through the ceiling
when it rained.
They wouldn't repair any damages.
The landlord had "yes men" working for him.
All they cared about was not losing their jobs.
The landlord didn't put any money into the place.
Then these "yes men" would make excuses for him.
I kept asking them to repair the leak
which had ruined my sofabed,
some books, record albums.
I asked by telephone at first,
but they never responded.
Nobody ever came and fixed it.
Then I sent letters.
I must have sent about five letters.
He didn't ever respond to my letters.

But I had copies of the letters I had sent.
I reported the damage to L & I,
the department of licences and inspection.
This went on for about six months.
By that time, I had stopped paying my rent.
Then the landlord sent me an eviction notice
for nonpayment of rent.
He tried to say I owed him $1200,
two months' rent plus costs.
He sued me.

So I went to a class
given by Tenant Action Group at City Hall
I learned how to represent myself in court.
In that class, what they said is
DO YOUR HOMEWORK.
Just have proof for everything,
and you can probably win your case.
Have copies of everything you do.

I had a court date and I went to court.
The landlord, a known slum landlord, wasn't there.
His lawyer was there representing him.
They called my case and I had all my papers.
The judge asked me,
"Why haven't you been paying your rent?"
I said it was because of all the damage
that I had reported to L & I so many times.
I had this folder full of copies of letters I'd sent,
and receipts from the post office,
since the mail had been sent registered,
which meant that he had to sign for them
proving he had received them.
I had all that. And I had pictures.
I told him I didn't feel as though he deserved my money.
I felt that he should pay me for all that aggravation.
And for my couch. And for all that running around.
The judge ruled in my favor.
He said that I didn't owe this guy anything
and I wouldn't have the eviction on my record.

The class helped me in a couple of ways.
You have to learn how to communicate with people
in an effective and intelligent way.
You have to talk fast,
so you can get your point across
as quickly as possible.
The judge doesn't want to hear a long, drawn-out story.
They have a lot of cases.
They want you to get straight to the point.
That's something I wouldn't have known
if I hadn't gone to the class.
Also, you have to understand
the terminology they use in court.
Words like, "default" and "judgement."
Otherwise you might be answering "yes"
to something you don't understand.

They might intimidate you.
If you know a little bit about what they mean,
then it's not real bad.

When I had gotten that apartment,
I needed an apartment right away.
It was clean, so I said, "Let me just take it."
It didn't take a long time
for my application to go through.
I didn't have to go through
a lot of complicated procedures.
For some apartments, they want you to make
as much in a week as the rent is per month.
So, most of the time, you have to make up a lot of lies,
saying you make enough money to get the apartment.
You have to ask people to back you up in the lies.

In that apartment complex,
there were a lot of people on low income.
The people who lived there just accepted
how bad the conditions are.
The people are afraid they'll have no place to live
if they complain too much.
They don't have anyone to help them
find a decent place to live.
They're expected to live in the projects or a rat hole.
But where are you supposed to live?
If you're on a fixed income,
receiving less than $400 a month,
it's very hard to find a comfortable place to live.
In my case, I needed a two-bedroom apartment,
because I have two sons.
And a two-bedroom costs anywhere from $400 to $600 a month.

However, once you've had dealings with slum landlords,
you know you don't want a slum landlord again.
You think twice about where you're moving.

You need to ask some questions when you do find a place.
Is it hard to get maintenance?
Who's the owner?
How is he?
You'll be more frank and blunt with your questions.
You may seem kind of arrogant.
But it's better to be straight to the point
than to say, "Oh, fine. I'll take it,"
and then find out that you've got a horrible landlord.
At this point, I want a house.
I can't deal with living on someone's property
who doesn't know what is going on,
and doesn't care, because they're living
in the suburbs somewhere.

by Brenda A. Stafford

REPRESENTING MYSELF IN COURT, SUGGESTED ACTIVITIES

I. Find words "related" to each of the following. Make sure you also know what each words means.

1. responded
2. eviction
3. nonpayment
4. represent
5. receipt
6. registered
7. aggravation
8. communicate
9. intelligent
10. effective
11. terminology
12. intimidate
13. application
14. complicated
15. procedure
16. accepted
17. comfortable
18. maintenance
19. arrogant
20. suburbs

II. Homonyms: Explain the differences between the words:

1. decent
   descend
2. accept
   except
   expect

III. Comprehension/Discussion/Writing

1. Have you ever had to find a place to live? Describe the steps you took. Did you learn any lessons from the experience?
2. Have you ever had trouble finding a place to live? Why was it a problem? How did you handle it?
3. Have you ever worked in a situation where the boss had "yes people"?
4. What are the procedures that Brenda went through in her experience? Have you ever had to fight for anything in this way? What did you do?
5. Have you ever attended a class to help you do something practical the way Brenda did? If so, explain what the experience was like, how and to what extent it helped you.
6. Have you ever had to speak up in a stressful situation? What helped you get through it? What happened?
7. Do you know what happens when you have an eviction on your record? If so, explain. If not, how could you find out?
8. Have you ever been in a situation where the "terminology" was "intimidating" but once you knew some of it, it wasn't so bad? Explain.
9. What is Brenda's advice about how to avoid getting a bad landlord? In what other circumstances can it also be true that it's better to be blunt now than to pay later? Explain.

EVICTION*

A tenant who has been told by the landlord to get out of their home is being evicted. But the tenant has some rights. The landlord must evict someone according to the law. S/he cannot just throw the tenant out.

LEGAL EVICTION

A legal eviction has to follow certain steps. The landlord has to give notice. After the end of that time, if the tenant still hasn't moved, the landlord must take it to court.

At court, the landlord and tenant can make an agreement. Otherwise, the tenant can defend himself or herself before a judge and let the judge decide the case. If the landlord wins the case, the tenant will have 30 days to vacate, or get out. A case that has been lost in court can then be "appealed." It will then be taken to a higher court. The tenant will not be evicted until this case is heard.

NOTICE TO VACATE

According to the law, the landlord must give notice. The lease may say how much notice the tenant must be given. If not, and if the eviction is for "nonpayment of rent," tenants must get 30 days notice if the lease is "month-to-month" or 90 days notice if the lease is for a year.

If there is no written lease, the landlord must give a 30-day notice in the winter (September-March) and a 15-day notice at any other time of year.

THE FAIR HOUSING COMMISSION of Philadelphia

The Fair Housing Commission may stop the eviction after a notice to vacate has been received from the landlord. They will do this under certain conditions. (1) If there are housing code violations in the home and if the tenant has proof that s/he is not behind in the rent (either rent receipts, proof that rent has been put into a separate bank account, or receipts of repairs that have been made) or (2) if the landlord is retaliating against the tenant for exercising his or her legal rights (such as

*Adapted & condensed from EVICTION: A GUIDE TO TENANTS' RIGHTS by TAG, Tenant Action Group of Philadelphia.

asking for an L & I inspection or joining a tenant organization).

If these conditions apply, the tenant should file a complaint with the Fair Housing Commission, located at City Hall Annex in Philadelphia. The tenant will be given a hearing a few weeks after that. The Fair Housing Commission will give the tenant a letter asking the court to delay any eviction action until after that hearing.

LANDLORD FILES LEGAL COMPLAINT

When the landlord files a legal complaint, the court sends the tenant a pink or yellow copy of the complaint. This is also a "summons" for the tenant to go to court. It gives the landlord's reason for eviction and a court date. The landlord is not supposed to file until the tenant has received written notice and the 15-day, 30-day, or 90-day notice period is up. It should take about 10 days for the landlord to file this "Eviction Complaint."

COURT HEARING

After the landlord files a complaint, the tenant will get a "summons" to go to court. A yellow copy of the summons is put on the door and a pink copy is mailed.

It is very important to be on time. Whoever is late or does not show up loses the case automatically. This is called a "default judgement." If no one is there to represent the landlord, the case is "dismissed" for "lack of prosecution." If this happens and the landlord still wants to evict the tenant, he or she will have to make another complaint. The tenant will receive another summons to go to court.

If the landlord and tenant have worked out their own agreement, they still need to go to court to make sure the court records are correct.

If an agreement is not made, there will be a hearing before a judge. The tenant can represent himself or herself before the judge. When the case is called, each "party" has time to present their case.

The landlord will go first. After hearing both sides, the judge will make a decision, or "judgement."

Each party has only a few minutes before the judge. A "defense" needs to be prepared beforehand. It should be well organized. That is why TAG gives a class in Philadelphia called an "eviction defense clinic" to help tenants learn how to represent themselves in court.**

Cases can also be "withdrawn" by the landlord. They can be "postponed" or "continued" until another date. The tenant can also ask a judge to "continue" the case. However, continuances are not always granted by the judge.

WHAT CAN BE DONE IF THE HEARING WAS MISSED

If the tenant is not at the hearing when his or her name is called, the case is automatically lost. This is called a "default judgement." It means that the court "awarded" the landlord whatever he or she wanted: money (back rent and court costs) and/or "possession" (of the apartment or house).

A default judgement can be used to evict a tenant 31 days after the hearing, unless something is done to "re-open" the case.

To re-open a default judgement, a paper called a "Petition to Open" must be filed. It is available at City Hall Annex. It costs about $10.00 to file this petition. A judge will read it and decide whether or not to re-open the case. It is important that this petition be filed right away. The longer before it is filed, the more it will hurt the tenant's case. The tenant should also have a good reason for having missed the first hearing. Being in the hospital is a good reason. Missing the bus may not be a good reason.

The tenant needs to convince the judge in this petition that s/he has a case. S/he needs to list all of his or her "defenses" against the landlord's claims.

**See "Representing Myself in Court," p.12.

AGREEMENTS MADE IN COURT

The housing Court in Philadelphia now offers tenants and landlords "pre-trial mediation." It will try to work out an agreement if the tenant asks for mediation and the landlord agrees. Tenants should keep in mind that they do not have to do this if they don't want to. They should not feel pressured into signing an agreement. They should be careful they are not agreeing to give up any of their rights.

Any agreements made need to be kept. They can be enforced in court. They can not be appealed to a higher court.

Tenants should be careful that the agreement is written the same way it was discussed. It should be signed by both parties right there. It will be announced in court by the "trial commissioner." It is important to hear that it is announced the same way it was agreed to.

IF THE LANDLORD WINS

This is called "Judgement for Possession." It gives the landlord the right to take possession of the house or apartment by evicting the tenant. The tenant then has 30 days to get out.

The tenant will get a paper called a "Writ of Possession" from the court. This will happen after 5 days or more have passed since the court hearing. It will say that the tenant will be put out 15 days from the date of the Writ. However, this cannot happen legally until 30 days after the court hearing.

If the tenant has not moved out at the end of this time, the landlord can get an "Alias Writ." The actual eviction takes place when the Alias Writ is delivered by a Sheriff or a landlord-tenant officer. They can move the tenant's possessions into storage or they can padlock the house or apartment, leaving the tenant's possessions inside.

The action is legal only if the tenant receives an "Alias Writ." If a tenant is locked out without receiving an Alias Writ, The tenant should take further legal action.

MONEY JUDGEMENT

Besides giving the landlord "possessions," a judge can award the landlord money, back rent and court costs. If the tenant does not pay, the landlord can put a freeze on the tenant's bank account. S/he can have the tenant's personal possessions sold at a Sheriff's Sale. However, this is rare, and only happens after many notices have been sent.

Also, the money judgement stays on the record at City Hall. If the tenant tries to get a loan or mortgage, the judgement will stand in their way.

APPEALS

A case that has been lost in court can be "appealed." It will then be taken to a "higher court." The appeal stops the eviction from taking place until the higher court rules on the case. But the appeal must be "filed" within 30 days of the first court date. The tenant may have to "put up a bond." And the tenant MUST then put his or her rent money into an "escrow" account. The tenant will also need a lawyer.

ILLEGAL EVICTION

Landlords often try to evict tenants without going through the legal steps. Some landlords don't know that tenants have the right to fight the eviction in court. Others don't care.

If a tenant is locked out of his or her home, several things can be done. First, the tenant should call the court to see if the case has somehow gone to court without his or her knowledge.

If a tenant sees the landlord locking him or her out, s/he should call the police and report a "a disturbance" at the address. When the police arrive, they should be reminded that only a sheriff is allowed to carry out an eviction. It is then their duty to make the landlord let the tenant back in.

If the tenant knows that the lockout is illegal, s/he can remove the lock. The tenant is responsible for any damage to the door, so a locksmith should be used, if need be. It is best for the tenant to notify the police so that s/he is not arrested for breaking in.

A court order can let the tenant back in. However this requires the help of a lawyer. If low-income, tenants may be able to get help from Community Legal Services. However, it may take up to two weeks to get such a court order!

Sometimes landlords try to force tenants to leave by turning off utilities. If this happens, tenants should first call the utility to find out if the landlord has cut off service. If so, the tenant can do several things. The tenant can turn it back on or pay a contractor to do it, as long as it does not involve trespassing. The Abatement Unit of L & I can be contacted.* Finally, a lawyer can be contacted to try to get a court order.

*See Appendix, "L & I: Getting an Inspection, " p. 80

EVICTION, SUGGESTED ACTIVITIES

I. Vocabulary

A. Add endings and/or beginnings to make new words.

1. evict
2. legal
3. agree
4. defend
5. decide
6. organize
7. discuss
8. announce
9. deliver
10. require

B. Find the root word for each of the following. Identify any beginning or ending that you removed to get to the root.

1. receipt
2. nonpayment
3. violations
4. complaint
5. automatically
6. possession
7. careful
8. illegal
9. judgement
10. contractor

C. Discuss the following terms. Look at how each one is used in the text.

1. eviction
2. vacate
3. give notice
4. court case
5. appeal
6. The Fair Housing Commission
7. Eviction Complaint
8. housing code
9. retaliation against a tenant for exercising his or her legal rights
10. file a complaint
11. summons
12. default judgement
13. prosecution
14. defense
15. party
16. award
17. possession
18. back rent
19. re-open
20. claims
21. pre-trial mediation
22. Writ of Possession
23. Sheriff
24. Landlord-tenant officer
25. Alias Writ
26. Community Legal Services
27. trespass
28. court order

III. Comprehension

1. How much time, or "notice," is the Landlord required to give when evicting a tenant? How can it vary?
2. What are the conditions that will get the Fair Housing Commission to "stop" the eviction?
3. What happens if someone is late or doesn't show up for their court date?
4. Why does someone need to prepare beforehand what they plan to say to the judge? Where can tenants in Philadelphia get help to do this?
5. What does it mean for a case to be "withdrawn", "postponed", or "continued"? Who usually makes these types of arrangements?

6. Explain in your own words what a tenant can do if s/he misses the court hearing?
7. Why should tenants be careful if they decide to make an agreement with their landlord instead of having a judge hear their case? Why should tenants wait in court to hear their agreement announced?
8. What happens if the landlord wins? How long does the landlord have to wait to take action?
9. How can a "money judgement" affect a tenant's future?
10. Explain the "appeals" process.
11. What should a tenant do if s/he is locked out illegally? What official paper should the tenant receive to make a lock out legal?

IV. Discussion/Writing

1. Do you know anyone who has been evicted? What happened?

2. Do you think that if people were more aware of their rights it would change things? Why or why not?

3. Does the law seem to be biased toward either the landlord or the tenant? How?

4. What difference do you think it might make to "have a lawyer" to consult with? Explain.

LEASES*

WHAT IS A LEASE?

A lease is an agreement between the landlord and the tenant. Because it is a legal agreement, it is considered to be a contract. A lease can be in writing or it can be a spoken agreement. If you have paid rent, you have a lease.

This agreement, or lease, can be enforced in court. The "terms" of the lease are promises made by both the tenant and the landlord. Either "party" can be taken to court for breaking the terms of a lease.

WHAT KIND OF LEASE IS BEST?

Most leases are either for 30 days or for one year. A landlord does not need to give any reason for evicting the tenant at the end of a lease. Therefore, tenants are more secure from the threat of eviction with a one-year lease. But the tenant is also responsible for paying rent for the time that the lease covers. In other words, the longer lease gives the tenant more security but also makes it harder for the tenant to move out. However, the landlord cannot collect "double rent" if a tenant moves out before the lease is up and a new tenant moves in.

WHAT AGREEMENTS ARE BEING MADE IN A LEASE? WHAT ARE THE TERMS OF THE LEASE? WHAT SHOULD A TENANT LOOK FOR BEFORE SIGNING A LEASE?

1. How much will it cost? Does the rent include utilities--heat, gas or oil, electricity? Does the tenant pay extra for water, for having a roommate or an air conditioner?

2. When is the rent due? Is there a "grace period" before a late fee is added?

3. Does the lease say how many people can live in the house or apartment?

4. Can the tenant have pets?

* Adapted and condensed from LEASES: A guide To Tenants' Rights by Tenant Action Group of Philadelphia.

5. Are any appliances included in the lease? Are any appliances forbidden?

6. Is the tenant responsible for legal fees if evicted through the courts?

7. How much notice is required in order to end the lease? How is the lease renewed? Sometimes leases renew themselves automatically.

8. Is the landlord required to give notice if he/she believes the tenant has broken ("breached") the lease? Does the landlord have to give the tenant a chance to correct the problem before beginning eviction procedures?

9. Does any part of the lease ask the tenant to "waive" or give up any of his/her legal rights?

WHEN THE LANDLORD MAKES A PROMISE, GET IT IN WRITING!

Promises made by a landlord need to be written down. They can be added to a lease. For example, the landlord may promise to paint or make repairs after the tenant moves in. The landlord may promise to pay for utilities. But if promises are not written into the lease, or written somewhere, they cannot be proven in court. If the landlord and tenant agree to ignore part of the lease, they should cross it out and both sign or put their initials in the margin.

If the lease doesn't say anything about certain things, the law is probably on the tenant's side. For example, if the lease says nothing about pets, pets are allowed. And if the lease says nothing about the number of occupants, there is no limit on the number of people who can live there.

SOME LEASE TERMS ARE NOT LEGAL

Some lease terms cannot be enforced in court, even if the tenant has signed. For example:

--The tenant cannot be responsible for all repairs, or all repairs under a certain amount of money. The landlord is responsible for keeping his or her property in a condition that meets the city's housing codes.

--The tenant cannot be made to agree to take a house or apartment "as is."

--The landlord cannot break into an apartment or house to change the locks, or seize or sell the tenant's possessions if the tenant is behind in rent or breaks any promise in the lease.

--The lease cannot prohibit the tenant from suing the landlord or representing himself or herself in court.

WATCH OUT! SOME LEASE TERMS AGAINST TENANTS ARE LEGAL!

1. A "pass through" clause allows the landlord to pass through increases in his or her expenses to the tenant. This allows landlords to raise the rent in the middle of a lease.

2. There can be a clause that shortens the amount of notice the landlord has to give the tenant who is being evicted for nonpayment of rent. The time can be shortened from the usual 30 days to 5 days.

3. The tenant can agree to pay legal fees and other expenses the landlord has to pay in case the tenant is evicted for nonpayment of rent.

4. The tenant can agree not to sublet the apartment without the landlord's written consent.

5. Any additions or improvements made by the tenant become the property of the landlord. The landlord can require the tenant to remove these additions before moving out, or charge the tenant for the cost of doing this.

6. The tenant can agree to pay all the rent due for the remaining part of the lease if she or he moves out in the middle of the time of the lease. However, this does not mean that the tenant gives up the right to move if the landlord breaks the lease by not keeping his/her terms, which are legal promises.

LEASES, SUGGESTED ACTIVITIES

I. Discuss how each of the following words can be broken into syllables.

1. consider
2. ignore
3. property
4. condition
5. apartment
6. possessions
7. prohibit
8. increase
9. expense
10. consent
11. remove

II. Vocabulary

A. Find the root words for the following. Identify the endings or beginnings that have been added.

1. agreement
2. enforce
3. eviction
4. responsibility
5. security
6. utility
7. electricity
8. automatically
9. probably
10. possession
11. shorten
12. nonpayment
13. addition
14. improvement

B. Find each of the following terms in the text. Look carefully at the way each one is used. Then discuss what it means.

1. lease
2. legal
3. contract
4. terms of lease
5. party
6. evict
7. double rent
8. grace period
9. notice
10. renewed
11. breached
12. waive
13. initials
14. as is
15. seize
16. sue
17. represent oneself in court
18. pass through clause
19. sublet

III. Comprehension

1. Why can a lease be enforced in court?

2. Why is it that the longer (one-year) lease gives the tenant more security, but also makes it harder for the tenant to move out?

3. What are some of the "terms" that a tenant should look for before signing a lease?

4. Do you have a lease? If so, find it and read it. What are some of the terms of your lease?

5. Why is it recommended that everything discussed between landlord and tenant be put in writing?

6. Name some of the lease terms that are not legal.

7. What is the usual amount of notice a landlord needs to give a tenant who is being evicted? How short can it be?

IV. Discussion/Writing

1. How do you think leases can benefit the landlord?

2. How do you think leases can benefit the tenant?

3. Do you think that legal documents and procedures scare people? How do you think this happens?

4. Have you ever had to fight a legal battle? What happened?

ORGANIZING PUBLIC HOUSING TENANTS*

We first formed a tenants council in 1968. I had been living in public housing for 30 years, and we never had a tenants council. Nobody was interested in organizing public housing tenants. When the Housing Authority told you to go to bed at 9 o'clock, you'd better turn that light off and act like you were in bed. They told you they did not want the clothesline out there on the weekend. So you could not hang clothes out on the weekend. One telephone was all you were allowed. You couldn't do anything in that house. That was their place. There were no washing machines allowed. They put little laundramats out there. You had to use that and nothing else. And you couldn't burn lights and heat.

They would come in with their inspectors and look under your bed and in your closets and do all those kinds of things. And when the inspector came by and knocked on your door, loud and wrong, you had no rights. If you didn't like it, you better not go up and try to cuss a manager out. Cuss them out and your lease would be cancelled that same day. In two days, you would be in the street. They would set your stuff on the street and change the locks on the door. That happened for years and years.

Suddenly, we woke up one day and said, "We're not going to take it anymore." We organized a few people. We got a lady from this project, a lady from that project and we all sat around a table. We decided we were going to form a group.

We learned how to read. Some of us started going to college. We started reading the paper and we learned some things. We found out that they were getting money in Philadelphia to renovate some of these old projects. So the important thing was to find out who was getting the money. We started getting up a lot of nerve. This was 1968, the time of Martin Luther King. They were having sit-ins and lay-ins and step-ins and here we were sitting in Philadelphia

*from a speech given by Mrs. Nellie Reynolds, Resident Advisory Board President, at the Champlost Homes Tenants Council, November, 1986.

and hadn't gotten a thing.

We got a few people together and decided we were going to try to get some free lawyers. We found out about Community Legal Services just getting set up, and we called in a few of them. Good-will, liberal lawyers. And they met with us in a little smoke-filled room and we discussed the possibility of socking it to the Housing Authority. We said, "Let's file a law suit." And then, "How do you file a law suit against the Housing Authority?" What we wanted was to keep HUD from giving money to the Housing Authority until they sat down and talked to us. So we filed a law suit. They said, "I know the tenants don't have the audacity to file something against us. They'll never win it."

There were a lot of groups out there, but none were interested in public housing. We formed it. We got it together. We called in two from over here, two from over there. And we sued. We won the case, too. HUD agreed that the five million dollars would not go to the Housing Authority unless they talked to us. We then sat down with the Housing Authority and HUD. It was called tenant participation. Everything was spelled out in an agreement called a "Memorandum of Understanding." We named ourselves the Resident Advisory Board.

We negotiated with HUD and the Housing Authority. We got an agreement signed that said we could form tenants councils. The Housing Authority had to provide every tenants council with space. They were supposed to provide all kinds of assistance. That was signed in the document. Plus, it also said in the document that we were supposed to help write a new lease. That lease was going to set the stage for public housing. That lease is still outstanding, although the Housing Authority is trying to put a new one into effect.*

*see "A New Lease for Public Housing Tenants," p.36

In 1970, people went to Washington to protest because we got three rent increases in one year. The people who were working didn't get an increase because they had a ceiling on their rent. But welfare recipients got a terrific increase three times in that one year. So they were paying more than the working person. Their rents went up as high as a hundred dollars, and 1970, that was a tremendous amount. Every time welfare recipients got an increase in their benefits, the Housing Authority would take their portion of it. So rents went up until people from all across the country started making trips to Washington.

We went to a Senator from Massachusetts, named Edward Brooks. We got Senator Brooks to listen to us, and we talked about putting a ceiling on rent for public housing. We set the figure at 25%. So from 1970 until 1981, public housing tenants paid no more than 25% of their gross income.

In 1981, Congress repealed the 25%. Reagan wanted about 40%. Congress finally agreed to go up to 30%. They did that in steps. The Housing Authority said they were losing money because its 25% was not enough to cover its expenses. So they really lobbied. And we didn't lobby enough. Because if we had, if just all the millions of people that live across this country in public housing had lobbied the way big business people do, we wouldn't have lost so much. Everybody has a lobbiest in Harrisburg and in Washington, lobbying for their cause. The Housing Authority has a large group called NAHRA (National Association of Housing and Redevelopment Authority). They lobbied and so they were able to get the increase. But it's a hardship on people because we were hit with two things. The ceiling was removed. Plus, we have to pay 30% from the top. It has put a tremendous burden on people.

The fact that there's no ceiling now and the fact that you have to pay 30% of your income is what has caused a national tenants organization. People from all across the country got together and had a Congressman from Detroit write

the Jessie Gray Housing Bill. Right now we have 14 Congresspeople who have co-sponsored this bill. The bill speaks to a number of concerns that we have. Number one is the construction of public housing. When you look at your waiting lists you see all the thousands of people. In New York there are over a hundred and fifty thousand people on a waiting list. In Philadelphia, we're up to fifteen thousand and we're about the third or fourth largest authority in the country. So the Jessie Gray Housing Bill calls for the construction of 5 million new public housing units over a period of ten years. Right now they're not building anything. Construction would be at the rate of five hundred thousand each year, beginning in 1987.

The act also demands revitalization of public housing. It authorizes funds to revitalize at least a hundred thousand units each year for ten years. That way they won't have to tear down so many houses. Another thing in this bill is a job-training program for residents. Finally, the bill would reduce the rent from 30% back to its original 25% of your gross income.

You have to organize. No one or two can do it. It will take a lot of people, a lot of effort. Register to vote and get some people in who are going to represent you. Be politically astute. Talk to your elected officials, especially your senators and representatives. We, who belong to tenant councils, have a lot of responsibility.

We must get our act together. We have layed back on the job here in Philadelphia. We got a few things--we got some rights, we got a building, we got to be respected by management and the Housing Authority. But after that, people started laying back. We better get back down to brass tacks. They're making all kinds of plans. If we don't get our act together, they're going to ride right over us.

ORGANIZING PUBLIC HOUSING TENANTS, SUGGESTED ACTIVITES

I. Vocabulary

A. Identify the root words and the endings for each of the following words:

1. laundramat
2. inspector
3. suddenly
4. decided
5. possibility
6. resident
7. assistance
8. recipient
9. hardship
10. construction
11. authorize
12. responsibility
13. respected
14. officials

B. Find each of the following words and phrases in the text. Discuss what you think each one means.

1. gross income
2. cancel
3. renovate
4. audacity
5. negotiate
6. document
7. sock it to
8. put into effect
9. repeal
10. revitalization
11. politically astute
12. get down to brass tacks

C. Each of the following words can have more than one meaning. Name at least two meanings you might find for each. How is each word used in Mrs. Reynold's speech?

1. organize
2. authority
3. project
4. manage
5. file
6. suit
7. board
8. ceiling
9. benefit
10. figure
11. gross
12. cover
13. lobby
14. bill
15. act

D. Discuss each of the following words or phrases

1. tenants council
2. Housing Authority
3. Community Legal Services
4. Resident Advisory Board
5. HUD
6. Congress
7. senator
8. representative
9. Bill
10. Act

II. Spelling

A. Read the following words. Find the (schwa) sound in each one. Group the words according to the letter(s) that make this sound.

1. allow
2. laundramat
3. important
4. portion
5. amount
6. enough
7. cover
8. across
9. thousand
10. astute

B. Silent letters: Find other words that follow the patterns.

a) knock b) wrong c) listen

III. Reading numbers

A. Find each of the following in the text. Read the numbers. Write them as numbers. Discuss their meaning.

1. a hundred and fifty thousand
2. fifteen thousand
3. five hundred thousand
4. thousands
5. five million

B. Discuss: percent, portion, 25%, 30%

IV. Comprehension

1. What was it like to live in public housing before there was a tenants' organization?
2. How was the tenants' organization formed? What were some of the first actions they took?
3. Why was there a massive protest in Washington in 1970? What was its outcome?
4. What did public housing tenants lose in 1981? How did this happen?
5. What are some parts of the Jessie Gray Housing Bill?

V. Discussion/Writing

1. How do you think that the political climate in 1968 affected the organizing effort?
2. Have you ever been involved in an organizing effort? What happened?
3. What does Mrs. Reynolds mean by "Everybody has a lobbyist in Harrisburg and Washington."? Explain the process of lobbying. Have you ever had any experience with lobbying?
4. What do you think it means to be "politically astute"? What steps would you take to become politically astute?
5. What do you know about CLS? Find out about it. How was it formed? What does it do? How is it run?
6. Explain what Mrs. Reynolds means when she says, "We must get our act together."

A NEW LEASE FOR PUBLIC HOUSING TENANTS

Many public housing tenants in Philadelphia may not be aware of an important change that is happening. The lease for public housing tenants has been rewritten, and a new lease may soon be used.

The Resident Advisory Board (RAB) is a group that was formed to represent public housing tenants. In 1970, the RAB, with help from lawyers at Community Legal Services, wrote a lease that has been used ever since. According to Mrs. Nellie Reynolds, president of the RAB, it was the first tenant-written lease for public housing. And it became a model for housing authorities across the country.

However, the Philadelphia Housing Authority has recently written a new lease. Some think that PHA decided to rewrite the lease because the RAB lease gives tenants too many rights. It is interesting to look at these two leases side by side. There are some important differences.

One of the most obvious changes in the new lease is its language. It is more complicated and harder to understand. It is a language that some would call "legalese." This type of language can be misleading. It can be scary. It will make a difference because fewer tenants will be likely to read their leases when they sign them.

The revised lease does give tenants fewer rights. And it does give the Housing Authority more reasons for evicting tenants. But some things seem to have been added for the purpose of scaring tenants. Some parts of the revised lease give the impression that tenants have fewer legal rights than they really have.

The Philadelphia Housing Authority cannot legally make certain rules and regulations, even if tenants sign a lease agreeing to them. Federal regulations put out each year in Washington by HUD, the department of Housing and Urban Development, are available to the public. These federal regulations spell out procedures for public housing no matter what the lease says. In the same way, state laws give certain legal rights to any tenant.

The parts of both leases called "TENANT AGREES" shows examples of this. Number 4 in the newly revised PHA lease is not true. It says that "this lease may be terminated upon any change in the number of occupants which would place the number in excess of that allowed by . . . rules and

regulations." In fact, however, federal law spells out very clearly conditions that would give the housing authority the right to terminate someone's lease. Change in the number of tenants is not one of them. An increase in the size of a family in a household will result in a re-examination of that household's income, and maybe a rent increase or transfer to a larger unit. But it is not grounds for termination.

Number 10 in the rewritten lease again says that "only those persons listed on an approved application" can live in a unit. Like number 4, this is misleading and seems to have been added to scare public housing tenants. The federal regulation is that additional tenants need to be reported when "continued occupancy" forms are filled out. It is not a violation for the head of the household to choose who will live there.

Number 7 in the revised lease says that repairs must be reported within 24 hours. It gives the idea that if a tenant does not report damage within that time, the housing authority does not have to make the repairs. According to some lawyers, this is simply not legal.

Number 18 spells out a number of specific reasons why tenants can request a grievance hearing. This is misleading because, according to a federal court order, Public Housing Authority tenants can request a grievance hearing about almost anything.

In comparing the two leases, we can also see that, in some important ways, the housing authority <u>does</u> have more power in the revised lease. For example, number 21 says that the "tenant agrees to abide by regulations" which "management", the housing authority, will add "from time to time." In this part, tenants are being asked to agree to regulations that haven't even been written yet!

The revised lease shows how attitudes have changed since 1970. As tenants have become less militant in demanding their rights, the housing authority has been less willing to acknowledge them. Tenants need to pay closer attention to these changes.

38

DWELLING LEASE (I)

THE PHILADELPHIA HOUSING AUTHORITY (hereinafter referred to as "Management") hereby leases to Tenant the following premises on the following terms:

TENANT AGREES:

1. To pay his rent on the due date specified.

2. To live in a peaceful way respecting the rights of his neighbors to privacy and quiet.

3. To give Management fifteen (15) days written notice before moving.

4. To fill out yearly, upon request of Management, a signed Application for Continued Occupancy.

5. To pay for repairs to all property which he has intentionally and maliciously damaged.

DWELLING LEASE (II)

THE PHILADELPHIA HOUSING AUTHORITY (hereinafter referred to as "Management") hereby leases to Tenant the following premises on the following terms:

TENANT AGREES:

1. To pay his rent on the due date specified.

2. To live in a peaceful way, respecting the rights of his neighbors to privacy, quiet, health, and safety. This agreement extends to members of tenant's family.

3. To give Management fifteen (15) days' written notice before moving.

4. To fill out annually (bi-annually for elderly tenants), upon the request of Management, signed application for continued occupancy, and furnish to Management all information requested in connection with such application in accordance with existing Admission and Continued Occupancy Policy. Said application, along with the initial application for occupancy, shall become a part of this lease, as though fully and completely set forth herein. Tenant further agrees that this lease may terminated upon any change in the number of occupants which would place said number in excess of that allowed by applicable rules and regulations.

5. To pay for repairs to all property intentionally or negligently damaged by the tenant, his family, dependents, or guests.

DWELLING LEASE (I)

6. To pay a security deposit.

7. To report to Management all maintenance problems and damage to the apartment within twenty-four (24) hours for repair.

8. Not to sublet his apartment.

9. Tenant further agrees and understands that the terms and conditions of this lease may be changed by Management after 30 days written notice of such change, provided however, that all such changes made by Management will conform to the Memorandum of Understanding, other outstanding agreements between Management and Tenant Councils, the rules and regulations of the United States Department of Housing and Urban Development, and the policies of the Philadelphia Housing Authoriry.

10. Tenants of scattered site units are responsible for the removal of ice and snow from the front of their dwelling units. In cases of more than one family in a building, it will be the responsibility of the first floor tenant. A rent credit will be allowed to cover the cost of needed materials.

DWELLING LEASE (II)

6. To pay a security deposit in the amount of $_____ to be used by Management at the termination of this lease toward reimbursement of the cost of repairing any intentional or negligent damage to the dwelling unit caused by the tenant, his family, dependents or guests, and any rent or other charges owed to Management by the tenant. Payment of the security deposit is to be made upon occupancy, or by payment of $_____ upon occupancy, and $_____ per month for the following _____ months until the balance is paid.

7. To report to Management on maintenance problems and damage to the dwelling unit withing 24 hours as a condition of their being timely repaired.

8. To pay charges for excess utilities used on the premises where the amount of such charges can be fairly established, pursuant to HUD Circular RHM 7465.7.

9. Not to sublet his dwelling unit.

10. To allow only those persons listed on an approved application for occupancy and or continued occupany, to occupy the dwelling unit.

TENANT-MANAGEMENT, SUGGESTED ACTIVITIES

I. Vocabulary

Find the following words and phrases in the text. Discuss what they mean. If you are unsure about a word, check with a dictionary.

1. administration
2. advocacy
3. management
4. tenant-management corporation
5. on-site
6. regional
7. researcher
8. consulting firm
9. leadership training program
10. vacant

II. Reading Bureaucracy

Identify each of the following groups. Where appropriate, read and analyze individual words used in the group's name. Explain how the group was formed, where it is located and its main purpose.

1. HUD
2. Philadelphia Housing Authority
3. Pennsylvania Department of Community Affairs
4. the Philadelphia Office of Housing
5. the Urban Affairs Partnership
6. the Resident Advisory Board
7. the Citywide Tenant Action Coalition
8. the Housing Association of Delaware Valley

III. Comprehension

1. Explain how tenant-management works.
2. Why did the Housing Association make a study of places where tenant-management had failed?
3. Who is Bertha Gilkey?
4. What is one of the main purposes of tenant-management?

IV. Map Work

Idenfity all the different cities mentioned. Find them on a map of the U.S.

V. Discussion/Writing

1. Do you already know something about tenant-management? What do you think about it?
2. Why do you think tenant-management can work? Why do you think it can fail?
3. Do you think that a four month leadership training program can help tenant-management succeed? If so, how?

TENANT-MANAGEMENT: LOOKING TOWARD THE FUTURE

We moved to Champlost in 1961.
I raised my children here, all five of them.
My oldest child was 12 when we moved to this development.
The youngest two hadn't been born as yet.
Now my youngest is going into her last year of high school.

I've served on our Tenants Council.
This Tenants Council has worked hard and accomplished a lot.
But the Tenants Council has also wasted a lot of energy.
Because if you don't know how to use what you know,
you just stay in a rut.

Most people really don't know
how to function in an organization;
how to hold meetings properly;
how to feed into a meeting;
how to follow an order of how things should be done.
As a result, real problems don't get resolved.

For instance, when there are complaints about the conditions,
if you just complain to the manager,
or even the head of management,
mostly, they sit there and let you run off at the mouth.
But as far as doing what they know they should do,
and can do,
they don't take the necessary action.
It's just the same thing year after year.

There are four houses in this row that had leaks.
A couple of them were seeing daylight.
They couldn't use those rooms, because of the rain pouring in.
And they were still paying their rent.

Tenant-management is going to change all that.
Because the people are going to become knowledgeable.
They are going to be taught how to fight
and how to make use of what they've learned
about this housing authority.

One woman told me recently that for five years,
she could't use her front bedroom.
I told her that I wouldn't have taken that.
I'm not going to pay my rent
if I can't use my house.
But somehow I have the discipline to take my rent money
and put it in the bank.
When they fix my house, I'll give them
all the rent I owe them.
And they can't put me in the street.
Because if they drag me into court, I can tell why
and I can show proof that I have the money.
But you have to be disciplined.
You have to able to do without.

They ran into a lot of trouble a few years back.
They had a rent strike someplace.
But the people didn't know how to conduct themselves.
Instead of putting the money in escrow,
they were spending their money and not paying rent.

You cannot live on anyone's property and not pay rent.
You are responsible to pay your rent.
You wouldn't be in public housing unless they knew
you had the means to pay your rent.
So you pay your rent.
You may have to beg food,
but you are responsible to keep a roof over your head.

But recently, in our tenant-management classes,
we've found things out that most people don't know.
We found out that if your unit is badly damaged,
you don't have to pay your rent during that time.
We also found out that if something happens
and you don't have an income,
you don't have to pay rent during those months.
Like if your check is cut off, or doesn't come,
you are supposed to get a letter to them right away,
stating the problem.
But during that time, you do not have to pay rent
to the housing authority.
And they cannot put you out.
A lot of people don't know that.

I sincerely believe that this tenant-management
is going to be an excellent thing.
I know it's not going to change overnight.
Change doesn't come easy.
It takes hard work and patience.
But I do believe it's going to work.

by Mrs. Leilani Willis

TENANT-MANAGEMENT: LOOKING TOWARD THE FUTURE,
SUGGESTED ACTIVITIES

I. Vocabulary

A. Add endings or beginnings to the following root words to make new words:

1. child
2. young
3. develop
4. serve
5. waste
6. energy
7. organize
8. proper
9. solve
10. complain
11. manage
12. act
13. know
14. recent
15. pay
16. sincere
17. excel
18. patient

B. Find the following words and terms in the text. Explain what they mean.

1. tenants council
2. stay in a rut
3. run off at the mouth
4. housing authority
5. rent strike
6. escrow
7. tenant-management

II. Comprehension

1. How long has Mrs. Willis lived at the Champlost Homes development?
2. What kinds of problems did the tenants council have trouble resolving?
3. What kinds of skills does Mrs. Willis think are needed for an organization to function most effectively?
4. What are some of the things that Mrs. Willis learned in her tenant-management training?
5. Why does Mrs. Willis think that tenant-management will work?

III. Discussion/Writing

1. Have you or anyone you know ever lived in public housing? What kinds of problems have you experienced in that situation?
2. Have you ever had to fight with management or a landlord over repairs that needed to be made in your house? What happened?
3. Have you ever worked with a community organization? What was it like? Do you agree with Mrs. Willis's analysis of how organizations can be run better? Why or why not? What is your analysis? What would you add?
4. How do you think that the amount people know affects their actions?

Chris Sprowal left New Orleans in 1983. His business had not worked out. His marriage had broken up. He decided to move to New York and start over. He left with a car, some belongings, and a couple hundred dollars. He expected that "in no time at all, I'd have a job and get myself back in shape again."

But he couldn't find a job, and his money ran out. He stayed with friends. After a while, he was living in shelters. He used his car as a cab at night to survive. Then his car was broken into. The clothes he had in it were stolen. He had hoped to fix the car, but it was broken into again and this time the car was stripped. He said, "One morning I went out of the shelter and the radiator was gone. The spark plugs were missing. It was sitting on milk crates. I realized then that I owned nothing in this world."

Sprowal felt like a beaten man. In the spring, he came to Philadelphia. He had grown up there. But relatives wouldn't take him in. For most of the next year, he lived in the streets.

He wasn't alone. Estimates from 1985 say that there were more than 10,000 homeless people in Philadelphia. Some homeless people are not well. But most of them are mentally alert. They just don't have money or jobs.

Sprowal struggled to get back on his feet, but failed. Once he tried to rent a room at a boarding house. He had read an advertisement that said it would cost $35.00 a week. He was picking fruit in New Jersey. For two weeks, he worked 10 to 12 hours a day on the farms. He gave up lunch and cigarettes. He finally saved $76.00. But when he went to rent the room, the landlady wanted two weeks' rent and a security deposit. It would cost $105.00. He was so upset, he cried.

In the fall, Sprowal was at a shelter run by the city. He felt that the people in charge mistreated a woman there. He spoke up for her. As a result, he was kicked out of the shelter. Sprowal says that this was a turning point in his

life. "It was from that very moment, when I went out that door, that I started talking to homeless people about organizing. That changed me. It gave me the energy for the first time to say, 'We don't have to take this just because we're homeless.'" 50

Sprowal worked during the days picking fruit. He would take the few dollars he made and buy some wine to get people to come to meetings. At first people thought he was crazy, but they came to the meetings for the wine. After they got together, people started listening to his ideas. They decided to call themselves "The Committee for Dignity and Fairness for the Homeless." They agreed to several demands. They wanted better conditions. They wanted to be treated with respect.

The Committee for Dignity and Fairness for the Homeless made several demands of the Drop-In Center run by the city. City officials refused to negotiate with them. So the committee decided to hold a one-day demonstration. Sprowal contacted some religious leaders and community leaders. Many came and demonstrated with them. Sprowal says that "Seeing them out there gave homeless people the courage to stand up."

Not long after the demonstration, with a federal grant and money from donations, the committee opened up their own shelter. It's called the Dignity Shelter. But Sprowal says, "I put money into shelters, but what happens after that? We can't be on a treadmill just keeping pace. We must move forward." This means new jobs, affordable housing, and education. Sprowal says that these things will come only when homeless people organize and demand them.

A year after the Committee founded Dignity Shelter, in January 1985, Chris Sprowal went back to the streets. This time, he lived in shelters, ate in soup kitchens, and slept in abandoned buildings, while signing people up for a new union. He signed up almost 5,000 street people for the Philadelphia/Delaware Valley Union of the Homeless.

The union drive was assisted by the Hospital and Health Care Employees Union, 1199C. 1199C president Henry Nicholas

said that the hospital workers would give "organizing expertise, political clout, and seed money to the new effort." Nocholas said, "Our own members are only three paychecks away from welfare. As I visit some of the shelters, I find my own members there." Two of the union's organizers had once been organizers for the hospital workers' union. Chris Sprowal had worked with Nicholas as a union organizer in the 1960's.

Sprowal said that the union of the homeless would move "beyond handouts and charity" to a new era of political activism. In a statement to the press, he said, "We will flex the political and voting muscle of society's outcasts to make sure that the decision-makers pay attention. And what we cannot get through the ballot box, we will agitate for in the streets, in the boardrooms, in the legislative halls. We will go anywhere decisions are made which affect our lives."

The Union for the homeless is open to the unemployed and to low-income workers. In order to join the union, members have to register to vote. Monthly dues are $1 for the unemployed; $5 for those who are employed.

On April 6, 1985, the Philadelphia/Delaware Valley Union of the Homeless held a convention at Dignity Shelter. Nearly 2,000 members voted to elect Sprowal president of the union.

Two days after the convention, about forty union members, wearing buttons that said, "Homeless not Helpless," sat-in the office of the city Health Commissioner. They were protesting the fact that people who do not have medical insurance or an income are denied hospital care. They were reminding the commissioner of a 1977 city ordinance which requires the Hospital of the University of Pennsylvania to provide "at least 50 free beds" to the poor. The sit-in lasted for two hours. The commissioner promised to meet with hospital officials that day. He promised that action would be taken within 30 days.

The union then demanded that SEPTA extend its senior citizen fare system to the poor, homeless, and unemployed.

60 union members decided to disrupt SEPTA during rush hour by boarding buses and refusing to pay fares. They gave a statement to the press which said, "A public transporation system that denies access to a growing portion of the public is not a 'public' transportation system at all."

About 20 union members also went to the office of the president of Temple University. They demanded that one of Temple's buildings be used for a health center, job training, and for a cooperative housing project for the homeless. Sprowal was quoted in the Daily News as saying, "We feel Temple University has taken a lot out of North Philadelphia and put damn little back."

Later in the month, the Philadelphia/Delaware Valley Union of the homeless sat-in at an employment agency. 26 union members were arrested. They were charged with trespassing and held for about 5 hours. The union said, "These agencies have a notorius reputation of taking advantage of poor people. They charge exorbitant fees of between $350 and $600 for minimum-wage jobs with no benefits." Sprowal explained that people placed by these agencies are often fired shortly after they have paid the fee.

Sprowal has said, "Homeless people are the sleeping giant. We've got nothing to lose. If we're fighting for jobs and we go to jail, what have we lost? In jail we have three meals a day and medical services. We can afford to be militant. We can afford to fill their jails. We can afford to say, 'We're going to close your city, because we have nothing to lose.'"

Adapted and condensed from:

David Davis, "Standing Up for the Homeless," Phila. Inquirer Sunday Magazine, Feb. 9, 1986

with additional information from:

Marc Kaufman, "Their Mission: To Speak for their Fellow Homeless," Phila. Inquirer, Jan. 18, 1984.

Marc Kaufman, "Homeless Lodge Protest at City Hall," Phila. Inquirer, May 11, 1984.

Huntly Collins, "Organizing a Union for the Homeless: Hospital Workers helping out Fledgling Group" Phila. Inquirer, April 4, 1985.

Julia Lawlor, "Homeless Sit In for Health Care," Phila. Daily News, April 9, 1985.

Julia Lawlor, "Homeless Unit Targets SEPTA, Temple," Phila. Daily News, April 10, 1985.

Linda Loyd, "Union for homeless seeks clinic, free transit," Phila. Inquirer, April 10, 1985.

Linn Washington, "Homeless Union Protests Job Fees," Phila. Daily News, April 26, 1985.

ORGANIZING THE HOMELESS, SUGGESTED ACTIVITIES

I. Vocabulary

A. Find the following words and phrases in the reading. Discuss what you think they mean.

1. mentally alert
2. boarding house
3. security deposit
4. treadmill
5. affordable housing
6. abandoned buildings
7. union drive
8. expertise
9. political clout
10. seed money
11. a new era
12. political activism
13. political and voting muscle
14. society's outcasts
15. the ballot box
16. agitate
17. board rooms
18. legislative halls
19. convention
20. Health Commissioner
21. medical insurance
22. city ordinance
23. hospital officials
24. senior citizen fare system
25. access
26. cooperative housing system
27. employment agency
28. trespassing
29. notorious
30. take advantage
31. exorbitant
32. militant

B. Words that change depending on how they're used.

1. The clothes were stolen.
   The care was broken into.
   What is similar about the underlined phrases?

2. He felt like a beaten man.
   How is this word similar to the words above (#1).
   How is it different?

3. Write some sentences that match the form used above in #1 and #2.

II. Comprehension

1. How did Chris Sprowal end up living in the streets?

2. How many people were estimated to be homeless in Philadelphia in 1985?

3. Why are most homeless people in that situation?

4. Why was Sprowal unable to get back on his feet at first?

5. What was the turning point that started Chris Sprowal organizing the homeless?

6. How did the Committee for Dignity and Fairness for the Homeless get started?

7. What helped make the union drive a success?

8. Explain the difference between "charity" and "political activism."

9. What are some of the actions that have been taken by the Philadelphia/Delaware Valley Union of the Homeless?

III. Discussion/Writing

1. Do you know anyone who has had to live on the street? Do you know this person's story?

2. Do you agree with Sprowal's decision to move from charity to political activism? Why or why not?

3. What does Sprowal mean when he says "Homeless people are the sleeping giant."? What do you think about this statement?

4. Why do you think that a rich country like the U.S. has so many homeless people?

5. (Research) How does homelessness in this country compare with other countries?

6. What do you think should be done about the problem of homelessness?

GENTRIFICATION*

Spring Garden is Philadelphia's oldest Puerto Rican neighborhood. The 1980 census shows that Puerto Ricans still make up 63.5% of the part of Spring Garden between 18th and Broad Streets. However, in the western part, near the Art Museum, $100,000 homes have begun to replace what used to be a low-income neighborhood. This process is called "gentrification."

One community group, called Spring Garden United Neighbors, has been trying to resist gentrification. This is because lower-income families are being displaced from the neighborhood at an alarming rate. Spring Garden United Neighbors has begun several projects that give jobs to people in the community to rehabilitate buildings. The buildings will be renovated to provide low to moderate-income housing.

United Neighbors president Raul Serrano said the projects will help keep a Puerto Rican presence in Spring Garden. At the same time, they are providing jobs and housing. Serrano said the SGUN arranged for low-interest loans from the city and from the CIGNA Corporation. They also got money from foundation grants. It all added up to the 1.5 million they needed. Serrano is 29. He grew up in Spring Garden. His grandparents moved there in the 1940's. Serrano said, "These projects show we're here to stay. We're trying to keep what we've got."

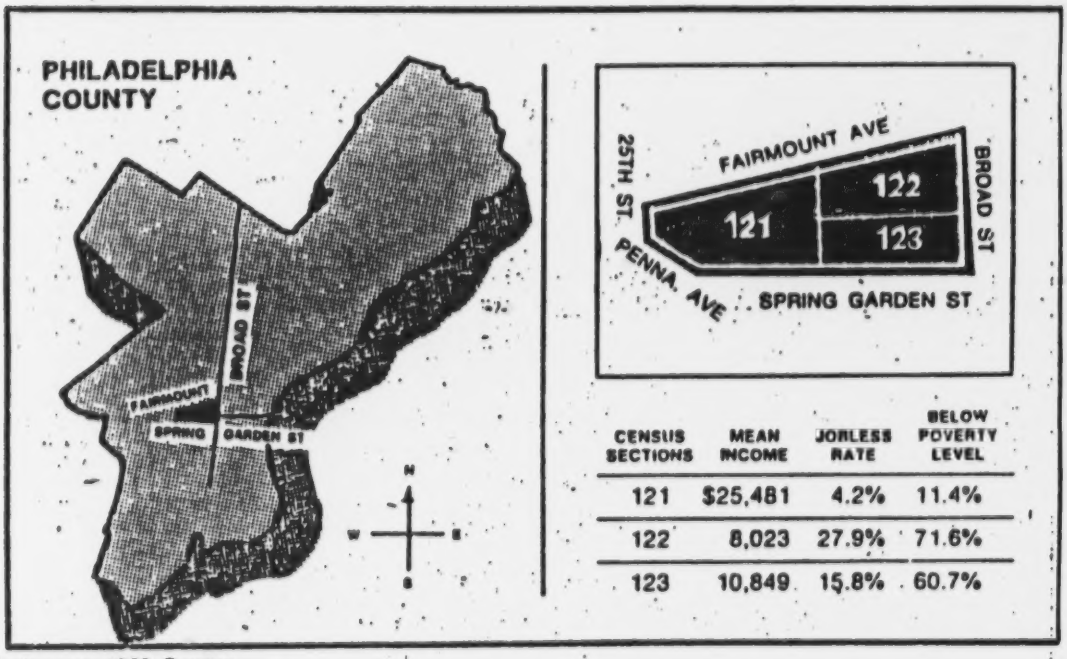
*Adapted and condensed from "They're Toiling in Spring Garden" by Linn Washington, Phila. Daily News, 8/15/85.

PHILADELPHIA DAILY NEWS Monday, August 5, 1985

CITY & REGION

THE GENTRIFICATION OF SPRING GARDEN *

The transformation of the western end of the Spring Garden neighborhood near the Art Museum into an affluent enclave is reflected in the stark contrast in income levels between that census section and two sections to the east still largely populated by lower income Puerto Ricans.



CENSUS SECTIONS	MEAN INCOME	JOBLESS RATE	BELOW POVERTY LEVEL
121	$25,481	4.2%	11.4%
122	8,023	27.9%	71.6%
123	10,849	15.8%	60.7%

Source:. 1980 Census

*graphic reprinted with permission from the Daily News.

GENTRIFICATION, SUGGESTED ACTIVITIES

I. Vocabulary

Discuss the following word and terms. Look for root words and endings. Look at how the words are used in the text. Analyze any unusual spelling patterns.

Words and terms from the text

1. gentrification
2. census
3. replace
4. displace
5. rehabilitate
6. renovate
7. low to moderate-income
8. corporation
9. foundation grants

Additional words and terms from map and caption

1. transformation
2. affluent
3. stark contrast
4. populated
5. mean income

II. Comprehension

1. When did Mr. Serrano's family come to live in the Spring Garden area?
2. Why are people being displaced from this neighborhood?
3. What percentage of Spring Garden is still Puerto Rican?
4. What is Spring Garden United Neighbors doing to deal with the gentrification of their neighborhood?

III. Discussion/Writing

1. Do you know anyone who has lived in a neighborhood that has been "gentrified"? What happened?

2. What do you think gentrification is all about? Why do you think it is happening? Do you think it will have a good or bad effect on cities? What do you think can/should be done about it?

IV. Reading the map

1. Which parts of Spring Garden according to the map, are upper-income? Which parts are lower-income? Describe the sections by using the words north, south, east and west, and telling which streets are boundary lines.

2. Explain how the statistics for "mean income", "jobless rate" and "poverty level" all influence each other.

Chapter 9

All roads lead to Johannesburg. If you are white or if you are black they lead to Johannesburg. If the crops fail, there is work in Johannesburg. If there are taxes to be paid, there is work in Johannesburg. If the farm is too small to be divided further, some must go to Johannesburg. If there is a child to be born that must be delivered in secret it can be delivered in Johannesburg.

The black people go to Alexandra or Sophiatown or Orlando, and try to hire rooms or to buy a share of a house.

- Have you a room that you could let?

- No, I have no room.

- Have you a room that you could let?

- It is let already.

- Have you a room that you could let?

Yes, I have a room that I could let, but I do not want to let it. I have only two rooms, and there are six of us already, and the boys and girls are growing up. But school books cost money, and my husband is ailing, and when he is well it is only thirty-five shillings a week. And six shillings of that is for the rent, and three shillings for travelling, and a shilling that we may all be buried decently, and a shilling for the books, and three shillings is for clothes and that is little enough, and a shilling for my husband's beer, and a shilling for his tobacco, and these I do not grudge for he is a decent man and does not gamble or spend his money on other women, and a shilling for the Church, and a shilling for sickness. And that leaves seventeen shillings

for food for six, and we are always hungry. Yes I have a room but I do not want to let it. How much would you pay?

- I could pay three shillings a week for the room.

- And I would not take it.

- Three shillings and sixpence.

- Three shillings and sixpence. You can't fill your stomach on privacy. You need privacy when your children are growing up, but you can't fill your stomach on it. Yes, I shall take three shillings and sixpence.

The house is not broken, but it is overflowing. Ten people in two rooms, and only one door for the entrance, and people to walk over you when you go to sleep. But there is a little more food for the children, and maybe once a month a trip to the pictures.

I do not like this woman, nor the way she looks at my husband. I do not like this boy, nor the way he looks at my daughter. I do not like this man, I do not like the way he looks at me, I do not like the way he looks at my daughter.

- I am sorry, but you must go now.

- We have no place to go to.

- I am sorry, but the house is too full. It cannot hold so many.

- We have put our name down for a house. Can you not wait till we get a house?

- There are people in Orlando who have been waiting five years for a house.

- I have a friend who waited only one month for a house.

- I have heard of such. They say you can pay a bribe.

- We have no money for a bribe.

- I am sorry, but the house is full.

Yes, this house is full, and that house is full. For everyone is coming to Johannesburg. From the Transkei and the Free State, from Zululand and Sekukuniland. Zulus and Swazis, Shangaans and Bavenda, Bapedi and Basuto, Xosas and Tembus, Pondos and Fingos, they are all coming to Johannesburg.

I do like this woman. I do not like this boy. I do not like this man. I am sorry, but you must go now.

- Another week, that is all I ask.

- You may have one more week.

- Have you a room to let?

- No, I have no room to let.

- Have you a room to let?

- It is let already.

- Have you a room to let?

Yes, I have a room to let, but I do not want to let it. For I have seen husbands taken away by women, and wives taken away by men. I have seen daughters corrupted by boys, and sons corrupted by girls. But my husband gets only thirty-four shillings a week--

- What shall we do, those who have no houses?

- You can wiat five years for a house, and be no nearer getting it than at the beginning.

- They say there are ten thousand of us in Orlando alone, living in other people's houses.

- Do you hear what Dubula says? That we must put up our own houses here in Orlando?

- And where do we put up the houses?

- On the open ground by the railway line, Dubula says.

- And of what do we build the houses?

- Anything you can find. Sacks and planks and grass from the veld and poles from the plantations.

- And when it rains?

- Siyafa. Then we die.

- No, when it rains, they will have to build us houses.

- It is foolishness. What shall we do in the Winter?

Six years waiting for a house. And full as the houses are, they grow yet fuller, for the people still come to Johannesburg. There has been a great war raging in Europe and North Africa, and no houses are being built.

- Have you a house for me yet?

- There is no house yet.

- Are you sure my name is on the list?

- Yes, your name is on the list.

- What number am I on the list?

- I cannot say, but you must be about number six thousand on the list.

Number six thousand on the list. That means I snall never get a house, and I cannot stay where I am much longer. We have quarrelled about the stove, we have quarrelled about the children, and I do not like the way the man looks at me.

There is the open ground by the railway line, but what of the rain and the winter? They say we must go there, all go together, fourteen days from today. They say we must get together the planks and the sacks and the tins and the poles, and all move together. They say we must all pay a shilling a week to the Committee, and they will move all our rubbish and put up lavatories for us, so that there is no sickness. But what of the rain and the winter?

- Have you a house for me yet?

- There is no house yet.

- But I have been two years on the list.

- You are only a child on the list.

- Is it true that if you pay money--?

But the man does not hear me, he is already busy with another. But a second man comes to me from what place I do not see, and what he says bewilders me.

- I am sorry they have no house, Mrs. Seme. By the way, my wife would like to discuss with you the work of the Committee. Tonight at seven o'clock, she said. You know our house, No. 17852, near the Dutch Reformed Church. Look, I shall write down the number for you. Good morning, Mrs. Seme.

But when I make to answer him, he is already gone.

- Ho, but this man bewilders me. Who is his wife, I do not know her. And what is this committee, I know of no committee.

- Ho, but you are a simple woman. He wants to discuss with you the money you are willing to pay for a house.

Well, I shall go there then. I hope he does not ask too much, one cannot pay too much on thirty-seven shillings a week. But a house we must have. I am afraid of the place where we are. There is too much coming and going, when all decent people are asleep. Too many young men coming and going, that seem never to sleep, and never to work. Too much clothing, good clothing, white people's clothing. There will be trouble one day, and my husband and I have never been in trouble. A house we must have.

- Five pounds is too much, I have not the money.

- Five pounds is not too much for a house, Mrs. Seme.

- What, just to put my name higher on the list?

- But it is dangerous. The European manager has said that he will deal severely with any who tamper with the list.

- Well I am sorry. But I cannot pay the money.

But before I can go, his wife comes into the room with another woman.

- There must be a mistake, my husband. I do not know this woman. She is not on the Committee.

- Ho, I am sorry, my wife. I am sorry, Mrs. Seme. I thought you were on the committee. Go well, Mrs. Seme.

But I do not say stay well. I do not care if they stay well or ill. And nothing goes well with me. I am tired and lonely. Oh my husband, why did we leave the land of our people? There is not much there, but it is better than here. There is not much food there, but it is shared by all together. If all are poor, it is not so bad to be poor. And it is pleasant

by the river, and while you wash your clothes the water runs over the stones, and the wind cools you. Two weeks from today, that is the day of the moving. Come my husband, let us get the planks and the tins and the sacks and the poles. I do not like the place where we are.

There are planks at the Baragwanath Hospital, left there by the builders. Let us go tonight and carry them away. There is corrugated iron at the Reformatory, they use it to cover the bricks. Let us go tonight and carry it away. There are sacks at the Nancefield Station, lying neatly packed in bundles. Let us go tonight and carry them away. There are trees at the Crown Mines. Let us go tonight and cut a few poles quietly.

This night they are busy in Orlando. At one house after another the lights are burning. I shall carry the iron, and you my wife the child, and you my son two poles, and you small one, bring as many sacks as you are able, down to the land by the railway lines. Many people are moving there, you can hear the sound of digging and hammering already. It is good that the night is warm, and there is no rain. Thank you, Mr. Dubula, here is our shilling for the Committee.

Shanty Town is up overnight. What a surprise for the people when they wake in the morning. Smoke comes up through the sacks, and one or two have a chimney already. There was a nice chimney-pipe lying there at the Kliptown Police Station, but I was not such a fool as to take it.

Shanty Town is up overnight. And the newspapers are full

of us. Great big words and pictures. See, that is my husband, standing by the house. Alas, I was too late for the picture. Squatters, they call us. We are the squatters. This great village of sack and plank and iron, with no rent to pay, only a shilling to the Committee.

Shanty Town is up overnight. The child coughs badly, and her brow is as hot as fire. I was afraid to move her, but it was the night for the moving. The cold wind comes through the sacks. What shall we do in the rain, in the winter? Quietly my child, your mother is by you. Quietly my child, do not cough any more, your mother is by you.

The child coughs badly, her brow is hotter than fire. Quietly my child, your mother is by you. Outside there is laughter and jesting, digging and hammering, and calling in languages that I do not know. Quietly my child, there is a lovely valley where you were born. The water sings over the stones, and the wind cools you. The cattle come down to the river, they stand there under the trees. Quietly my child, oh God make her quiet. God have mercy upon us. Christ have mercy upon us. White man, have mercy upon us.

- Mr. Dubula, where is the doctor?

- We shall get the doctor in the morning. You need not fear, the Committee will pay for him.

- But the child is like to die. Look at the blood.

- It is not long till morning.

- It is long when the child is dying, when the heart is afraid. Can we not get him now, Mr. Dubula?

- I shall try, mother. I shall go now and try.

- I am grateful, Mr. Dubula.

Outside there is singing, singing round a fire. It is Nkosi sikelel'iAfrika that they sing, God Save Africa. God save this piece of Africa that is my own, delivered in travail from my body, fed from my breast, loved by my heart, because that is the nature of women. Oh lie quietly, little one. Doctor, can you not come?

- I have sent for the doctor, mother. The Committee has sent a car for the doctor. A black doctor, one of our own.

- I am grateful, Mr. Dubula.

- Shall I ask them to be quiet, mother?

- It does not matter, she does not know.

Perhaps a white doctor would have been better, but any doctor if only he come. Does it matter if they are quiet, these sounds of an alien land? I am afraid, my husband. She burns my hand like fire.

We do not need the doctor any more. No white doctor, no black doctor, can help her any more. Oh child of my womb and fruit of my desire, it was pleasure to hold the small cheeks in the hands, it was pleasure to feel the little mouth tugging at the breast. Such is the nature of woman. Such is the lot of women, to carry, to bear, to watch, and to lose.

The white men come to Shanty Town. They take photographs

of us, and moving photographs for the pictures. They come and wonder what they can do, there are so many of us. What will the poor devils do in the rain? What will the poor devils do in the winter? Men come, and machines come, and they start building rough houses for us. That Dubula is a clever man, this is what he said they would do. And no sooner do they begin to build for us, than there come in the night other black people, from Pimville and Alexandra and Sophiatown, and they too put up their houses of sack and grass and iron and poles. And the white men come again, but this time it is anger, not pity. The police come and drive the people away. And some that they drive away are from Orlando itself. They go back to the houses that they left, but of some the rooms are already taken, and some will not have them any more.

You need not be ashamed that you live in Shanty Town. It is in the papers, and that is my husband standing by the house. A man here has a paper from Durban, and my husband is there too, standing by the house. You can give your address as Shanty Town, Shanty Town alone, everyone knows where it is, and give the number that the committee has given you.

What shall we do in the rain? in the winter? Already some of them are saying, look at those houses over the hill. They are not finished, but the roofs are on. One night we shall move there and be safe from the rain and the winter.

source: Cry, the Beloved Country
by Alan Paton

CRY, THE BELOVED COUNTRY, CHAPTER 9, SUGGESTED ACTIVITIES

I. Find each of the following words in the chapter. Guess what each one means. Check your guess with a dictionary.
   1. shilling
   2. ailing
   3. corrupted
   4. bewilders
   5. pounds
   6. severely
   7. tamper
   8. corrugated iron
   9. squatters
   10. alien

II. What are they names of? (Proper nouns)
   1. Identify words in the story which you think stand for places. What makes you think so? How are some of these similar to and different from each other? How so you know.
   2. How would you explain the following words? What are your clues?
      Zulus, Swazis, Shangaans and Bavenda, Bapedi and Basuto, Xosas and Tembus, Pondos and Fingos.

III. Comprehension/Discussion/Writing
   1. Read the story out loud. Take parts, including the part of "narrator."
      a) In the way this story is written, what shows that someone is speaking?
      b) Who do you think are all the different "I's"?
      c) Who say, "I do not like this woman. I do not like this boy. I do not like this man."? Is it a man or a woman? How do you know? What else do you know about this person?
   2. How would you describe Johannesburg? What kind of place is it? Why is it important to the people of the region? Does it remind you of any place you have known? Explain.
   3. What is the problem described in this chapter? What do you think has caused this problem? Do you think that the problem exists in other countries, other places? Explain.
   4. How does the sense of "privacy" change from one place to another and from one circumstance to another? What does privacy mean to you?
   5. Why does the woman speaking on p. 64 wish she had not left her home. Have you ever felt this way about a move you have made?
   6. Why does the speaker say (p.66) there is "calling in languages that I don't know."?
   7. What is "the Committee"? What does it do? How does it operate? Have you ever worked with such a group?
   8. What kind of a person is "Mr. Dubula"? Does he remind you of anyone you have known or known of?
   9. What does this reading tell us about South Africa? What questions does it raise for you? What do you know about South Africa? What questions do you have about what is happening there now? How might you begin to find the answers?

SOUTH AFRICAN GOVERNMENT ABOLISHES TOWN*

In October 1986, the South African government officially abolished the Black township of Oukasie. It is about 30 miles northwest of Pretoria near the industrial town of Brits. Oukasie is also called "the Ole Brits township." About 5,000 residents left Oukasie after they agreed to accept government compensation and move. But 10,000 residents who remain are refusing to move to a resettlement camp in Lethlabile, 15 miles away.

At a three-hour meeting in a packed church hall, about 600 enraged residents voted to stage a general strike. They sang Black freedom songs and raised clenched fists. After the meeting, about 1,000 residents gathered on a dirt road outside and spoke about the conditions under which they have lived. All services except garbage removal have been stopped. They said the government has cut off other essential services in an attempt to justify forcing them to move because the sanitary conditions in the township will be beyond improvement.

The residents complained that for the last six years they have been forced by the government to bury their dead in Lethlabile, even though sites are available in Oukasie. The burial restrictions were made at the same time that white politicians were making campaign promises to remove the Black township and rezone the land for white residential use.

David Modimoeng is a leader of the removal resistance committee. His wife was killed when a bomb was thrown into their house on May 27. He said, "Everyone knows that the whites in Elandsrand want us out of here and that the government is doing this because there may be an election soon." Elandsrand is an all white suburb of neatly landscaped ranch houses just across the railroad tracks and within sight of Ousakie.

*Adapted and condensed from "Residents of 'Abolished' Town Refuse S. African Order to Quit," by William Claiborn, The Washington Post, 10/20/86.

Many of the township residents feel that the National Party, headed by President P.W. Botha, is trying to get elected to represent Brits in Parliament by meeting white demands to abolish the township and force its residents to leave.

Most of the Oukasie residents can now walk to their jobs at Brits industrial plants. They say that by moving 15 miles to Lethlabile, they will be farther away from the only available job market. To keep their jobs, they will have to make a costly commute by bus.

The official order to abolish the township means that the remaining residents, most of whom live in corrugated metal shacks, have been reclassified as squatters. This means that they are subject to forcible removal at any time.

SOUTH AFRICAN GOVERNMENT ABOLISHES TOWN, SUGGESTED ACTIVITIES

I. Vocabulary

A. For each of the following words, find the root word. Add, take away, or change endings to make new words.

1. residential
2. refusing
3. resettlement
4. removal
5. restrictions
6. rezone
7. resistance
8. representative
9. reclassify
10. officially
11. industrial
12. enraged
13. essential
14. improvement
15. burial
16. politician
17. neatly
18. forcible
19. election
20. township

B. Analyze words #1-9 above as a group. For which of these words is "re" a prefix? How can you tell? How does "re" change the word's meaning when it is a prefix?

C. Find each of the following words and phrases in the text. Discuss what you think they mean.

1. abolish
2. compensation
3. sanitary conditions
4. justify
5. beyond improvement
6. suburb
7. landscape
8. ranch house
9. Parliament
10. plant
11. commute
12. corrugated metal
13. squatter

II. Comprehension

1. Why does the South African government want to remove the residents of Oukasie?
2. What are some of the government's tactics for removing the people?
3. How is the action of abolishing the township connected with the upcoming Parliamentary elections?
4. What are some of the reasons why the township residents do not wish to move?

III. Discussion

1. Do you think there might be tension between the Oukasie residents who agreed to move and those who refused? Write a dialog that these people might have with each other.
2. How do you think you would feel if you lived in this township? What strikes you as particularly enraging in this situation?
3. What does this article tell us about the situation in South Africa today?
4. How does this article, written in 1986, compare with the chapter from Cry, the Beloved Country, written in 1948? What does this comparison say about how things have progressed in South Africa over the last 40 years?
5. What questions does this raise for you?
6. Where can you find out more about South Africa?

ON BLACK URBAN DEVELOPMENT: NOTES ON THE NATIONAL CRISIS*

I. 14th Street, Washington, D.C.

For generations, 14th Street was known as Washington, D.C's "Black downtown district." Several hundred Black-operated stores, newsstands, and automobile dealers thrived there. 14th Street is still the headquarters for the Association of the Study of Afro-American Life and History. This is the major Black historical research organization in the country.

On the night of April 4, 1968, Washington, D.C. experienced its worst race riot since 1919. Dozens of Black-owned businesses were burned to the ground, hundreds more were looted. Policemen fought in the blazing streets with Black teenagers and young men who were bitter and alienated from the system of white rule. 14th Street and the Black community immediately around it was destroyed as a viable neighborhood.

Today, 14th Street looks like a small disaster area. Speeches about urban development by government officials have been meaningless. At 14th and U Streets the prostitutes and "snowbirds," or cocaine addicts and pushers, are the only Black entrepreneurs who are earning a profit. Empty store-fronts, broken glass windows, and bricked-up entrances now have become commonplace.

The worst aspects of urban decay always involve the problem of housing. Both the government and private enter-prise have done little to solve the overcrowded, depressed living conditions of grassroots Black people. There was one subsidized housing development for lower and middle income groups was built in the 1970's. But there were only 405 apartments available for over 8,000 applicants.

One community activist has said, "Waiting for the federal government to do something about 14th Street is like waiting on the day when you take your last breath."

* Adapted and condensed from From the Grassroots: Essays Toward Afro-American Liberation pp. 201-206 by Prof. Manning Marable, South End Press, 1980

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ON BLACK URBAN DEVELOPMENT: NOTES ON THE NATIONAL CRISIS

II. The Housing Dilemma

The housing dilemma is a problem that faces almost every major Black and working-class community. It goes along with the larger problem of urban decay and inner-city unemployment. Black and poor people are often forced into substandard housing projects in crime-infested neighborhoods. Even though federal laws ban racial discrimination, most homes available to Afro-Americans are in lower-income areas. They are often areas with serious economic problems, with few jobs in reach.

Statistics show clearly that grassroots Black people pay a much higher portion of their total incomes for housing than do the wealthy. In every way, Black people are being systematically ripped off. They are ripped off by the housing industry, by most mortgage and finance agencies, by the government and by private landlords. Little is being done by anyone to stop the process of exploitation.

The majority of Black people do not own their own homes. And under the present economic system, they never will. Two-thirds of all Afro-American families earning less than $5,000 a year live in rented houses or apartments. Only half of all Blacks who earn between $7,000 and $15,000 yearly live in their own homes. However, about 70% if all whites who earn between $7,000 and $15,000 own their own homes. About one-third of all Black families spend between one-fourth to over one-half of their total income each month to pay for mortgage notes. In contrast, only 13 per cent of all white families pay such a high percentage for mortgages on homes.

For renters, racial discrimination in housing becomes more exploitative. In urban areas like Washington, D.C., an average Black person earning less than $5,000 per year will spend one-third to one-half of his or her income solely for monthly rent. About half of all Black renters spend at least

one-fourth of their total income on rent, whereas whites can afford to spend a lower percentage. Black urban housing also tends to be older and more in need of repair than housing for whites. About 70% of all Black renters live in houses that are over twenty-five years old.

The housing dilemma is serious. It calls for a plan of action. What should it be?

III. A National Housing Program

What would a good program for housing look like? What proposal could the majority of Afro-American people support and benefit from? Such a plan might include the following:

(1) The fight for decent housing needs to be connected with other issues. For example, the fight for lower utility rates, and perhaps even for the power companies to be controlled by the people who use them, is connected with the issue of decent housing.

(2) The standard mortgage interest deduction on federal income taxes should be ended. It is an unfair tax loophole for the mostly white, mostly upper-income classes. Most Blacks do not own their own homes. Most whites do.

(3) Small, minority-owned and operated, local builders should be subsidized by the federal government. Apartment houses managed by the tenants should be given priority.

(4) Families living in lower income or lower middle-income apartments should receive federal tax deductions.

(5) Interest rates charged on mortgages, which are set by state and/or local governments, should be reduced.

(6) There needs to be a national policy of funding for housing. To be effective, this housing program would have to be funded by a commitment of at least $15-20 billion. Federal and municipal governments should claim and restore private housing in minority areas, especially if it is old. Properties could be managed by neighborhood-directed co-operatives and local non-profit agencies.

A lasting solution to the housing question, however, will require more than these changes in housing policies. Democracy for all people needs to become a reality. This will only happen through a redistribution of the wealth, and by changing the U.S. system of private enterprise. The future of Black communities in this country depends on it.

On Black Urban Development: Notes on the National Crisis, Suggested Activities for I. 14th Street, Washington, D.C.; II. The Housing Dilemma; and III. A National Housing Program

I. Vocabulary

A. Write abbreviations for the following:
a) Boulevard b) Association

B. For each of the following words, find the root word or other related words. Explain what the word means. How can the root word or another related word help you to define the word?

I. 14th Street
1. historical
2. alienated
3. neighborhood
4. meaningless
5. applicants
6. activist
7. government

II. The Housing Dilemma
1. overcrowded
2. substandard
3. systemmatically
4. wealthy
5. solely
6. percentage

III. A National Program
1. proposal
2. utility
3. racial
4. national
5. reality

C. Find each of the following words in the reading. Guess what each word means. Check your guess with a dictionary. Discuss the fact that some can have more than one meaning.

I. 14th Street
1. viable
2. entrepreneur
3. depressed
4. subsidized

II. The Housing Dilemma
1. dilemma
2. ban
3. discrimination
4. statistics
5. economic
6. mortgage
7. finance
8. portion
9. exploitation

III. A National Program
1. effective
2. committment
3. cooperative
4. priority
5. democracy

II. Comprehension

A. Find each of the following phrases in the reading. Discuss what you think each phrase means.

I. 14th Street
1. grassroots
2. urban decay
3. private enterprise

II. The Housing Dilemma
1. racial discrimination
2. housing industry
3. the present economic system
4. private landlords
5. mortgage and finance agencies

III. A National Program
1. power companies
2. the standard mortgage interest deduction on federal income taxes
3. federal and municipal governments
4. neighborhood-directed
5. non-profit agency
6. redistribution of wealth
7. housing policy

B. Comprehension/Discussion/Writing

I. 14th Street

1. Describe what the neighborhood at 14th & U Streets in Washington used to be like. Describe what it is like now.
2. What is the example Dr. Marable gives to show that the housing availabe for low and middle income people is inadequate?
3. What do you think has caused the housing problem?

II. The Housing Dilemma

1. What are some of the other problems that go along with the housing problem?
2. What are some of the ways in which Black people are being "systemmatically ripped off" when it comes to housing?
3. Compare the average portion of their income that Blacks pay for housing compared with the average portion whites pay.
4. Why does Black urban housing tend to be more in need of repair than housing for whites?
5. What do you think a plan of action should be that addresses the housing dilemma?

III. A National Program

1. Restate Dr. Marable's six points briefly and in your own words.
2. Why does he think the standard mortgage interest deduction on Federal income taxes should be ended? What kind of tax deduction does he think should replace this one?
3. What kinds of housing projects does he think should be given priority in a program of Federal aid for housing.
4. What are some of the other steps he thinks that federal and municipal governments should take to improve housing?

5. What other changes does Dr. Marable think need to go along with the changes in housing policies in order for this problem to be solved in a lasting way?
6. In what ways do you agree/disagree with Dr. Marable's proposal? Why? What would you take out? What would you add?

L & I: GETTING AN INSPECTION*

After the tenant has requested an L & I inspection, an inspector should come to the home within a few days. Someone must be home to let the inspector in.

The first inspector who comes will be a "general" inspector. If s/he sees a problem with the plumbing, electricity, furnace, or building structure, a "specialist" may be called to make a second visit. The inspector should write down any housing code violations, and send a notice to the landlord. The landlord should be ordered to make the repairs within a certain time. The tenant can also ask L & I to send them a copy of the violations notice.

If the inspection report doesn't include some of the problems the tenant thinks it should, a re-inspection can be requested. The tenant can also appeal to the District Supervisor if s/he disagrees with the report.

If the repair problem is an emergency, there is a special unit of L & I to contact. This unit is called "the Abatement Unit." The Abatement Unit handles problems such as no heat or hot water, bad drainage, and broken sewer lines. If an L & I inspector finds that the landlord has not corrected the problem within a week to 10 days, the Abatement Unit can hire a private contractor to do the work and bill the landlord.

If the housing code violation is not an emergency, the landlord will usually be given 30 days to make the repairs. At the end of this time, L & I should make a re-inspection. Again, if a tenant is not satisfied with the re-inspection, s/he should call the District Supervisor. If the landlord has not made the repairs, L & I will either give the landlord more time, or they will begin court action against the landlord. Tenants can ask to be told when the case will be "heard" in court and can ask to testify.

*from Repairs: A GUIDE TO TENANTS' RIGHTS, by Tenant Action Group of Philadelphia.

Unfortunately, it can take months for a code enforcement case to come to trial. And although large fines against landlords are possible, most fines are quite small. Even those are not always collected.

In the case of serious repair problems, or ones that are very expensive, L & I can do two other things. (1) L & I can take the landlord to "Common Pleas Court" instead of "Housing Court." This is known as "equity action." An equity action gets an earlier court date and can result in greater penalties for the landlord. The "Chief of Enforcement" for L & I makes this decision, and tenants can pressure L & I to begin an equity action in serious cases. (2) L & I can decide that an apartment or house is in such bad condition that it is "unfit for human habitation." If so, a large orange notice will be put on the front door and the tenant will be notified that the property is "unfit." "Unfit" is not the same as "condemned," and tenants do not have to move.

SUMMARY OF THE JESSIE GRAY HOUSING ACT HR 918

Construction of Public Housing (Title I, Section 101): The Act mandates the construction of 5 million new public housing units: 500,000 each year for ten consecutive years beginning in fiscal year 1987. Funding shall come from three sources: direct grants to public housing agencies, a newly-instituted National Housing Fund (see Sec. 106), and bonds issued by Public Housing Agencies (PHA's) which are guaranteed by the federal government. During the first fiscal year of the program, expenditures for construction will total $30 billion: $5 billion in grants, $15 billion from the National Housing Fund, and $10 billion in bonds. In order to prevent inflation from undermining the scope of this program, funding figures for subsequent fiscal years shall be adjusted to reflect increases in the consumer price index (CPI). For each fiscal year, the ratio of funding between the three sources shall remain constant (i.e., the National Housing Fund shall always provide half the construction funds for each fiscal year.).

Revitalization of Public Housing (Title I, Section 102): The Act further mandates the revitalization of 100,000 public housing units each year for ten fiscal years. In distributing funds, the Secretary of HUD shall give preference to those dwellings which would have otherwise been demolished. Funding shall be determined each year to meet the revitalization goal of 100,000 units.

Prohibition of Demolition of Public Housing (Title I, Section 103): The Act avoids the possible "one step forward, two steps back" effect of allowing the continued destruction of public housing units. All such demolition projects shall be banned indefinitely.

Employment in Public Housing Construction and Revitalization (Title I, Section 104): The Act shall target employment opportunities to those persons living in the community surrounding public housing projects, and, in particular, current residents of public housing. 50% of all jobs created by the construction projects shall be reserved for such individuals, of which 60% must be for training and employment in skilled or semi-skilled positions. 35% of all jobs created by the revitalization projects shall also be reserved, of which 70% must be for training and employment in skilled or semi-skilled positions.

National Housing Fund (Title I, Section 106): The Act establishes a National Housing Fund to be used by the Secretary of HUD for public housing construction grants. The Fund shall be capitalized through a tax on wages paid by corporate and non-corporate businesses employing more than 10 employees. The rate necessary to raise $15 billion would be 1.7 percent. Such revenues shall be specifically designated for programs mandated by this act.

Tenant Rent Contributions (Title I, Section 107): The Act reverses a Reagan Administration decision to raise the percentage of monthly income that public housing tenants must pay for rent. Under this act, the ceiling on monthly income spent on rent is restored to 25% from the Reagan figure of 30%.

RESOURCES ON HOUSING

1. TAG, Tenants' Action Group of Philadelphia

311 South Juniper St., Room 1008
Philadelphia, PA 19107
(215) 735-8261

TAG has materials on almost any imaginable tenants' rights issue, including eviction, repairs, leases, utilities, security deposits, Licences and Inspections, and more. TAG has counselors, and offers classes on how to represent yourself in court.

2. Resident Advisory Board

1427 Vine St.
Philadelphia, PA 19102
(215) 854-0308

3. Community Legal Services, Housing Unit

Sylvania House
Locust and Juniper Sts.
Philadelphia, PA 19107
(215) 893-5306

4. The Housing Association of Delaware Valley

1314 Chestnut St., Suite 900
Philadelphia, PA 19107
(215) 545-6010

The Housing Association has a clipping service. Newspaper articles on any housing-related issues are available to the public. They can be reviewed and copied at the Housing Association headquarters.

RESOURCES ON SOUTH AFRICA

1. American Friends Service Committee

   1501 Cherry Street, Phila., PA 19102
   Jerry Herman, Coordinator, Southern
   Africa Program
   (215) 241-7169

2. The Africa Fund

   198 Broadway
   New York, N.Y. 10038
   (212) 962-1210

3. The United Nations Centre Against Apartheid

   U.N.
   (212) 754-6674

4. The African National Congress

   801 Second Ave.
   New York, N.Y. 10017, Room 405
   (212) 490-3487

5. South West Africa People's Organization

   801 Second Ave.
   New York, N.Y. 10017, Room 1401
   (212) 557-2450

6. Strangers in their Own Country

   A Curriculum Guide on South Africa by
   William Bigelow, Africa World Press of
   the Africa Research and Publications Project,
   P.O. Box 1892, Trenton, N.J. 08608

Housing Code Checklist

If you have requested an inspection from the Department of Licenses and Inspections (L&I), use this checklist to go over your home. Check off those conditions which you want to make sure the inspector sees. When you receive a copy of the L&I report in the mail, use your checklist to make sure the L&I report has noted all the housing code violations. If it does not, call the district office of L&I and ask for a re-inspection.

A complete copy of the Housing Code is available from L&I, which is located in the Municipal Services Building. Ask for the publication called Housing Code and Related Regulations (January 1982).

CEILINGS
___Ceilings leak.
___Ceilings need replastering.
___Ceilings need repainting.

WALLS
___Walls need replastering.
___Walls need repainting.
___Are the basement walls in good condition?

WINDOWS
___Do all rooms except small alcove kitchen and bathroom have windows?
___Window panes are cracked and broken.
___Window sashes and frames are rotted.

DOORS
___Doors or door frames need to be replaced.
___No deadbolt lock on exterior door.
___No rim lock on interior door.

ELECTRICAL SYSTEM
___There are less than two outlets or one ceiling light and one outlet in each room.
___Electrical outlets don't work.
___Electrical outlets or light switches aren't covered.
___Lighting fixtures don't work.
___There are exposed wires.
___The fuses blow frequently.

HEATING SYSTEM
___Is there sufficient heat? During the heating season -- from October 1 through April 30--the landlord is required to provide 68 degrees of continuous heat.
___Does the heater function safely and properly?
___There are not enough radiators in _____.
___The radiators leak in _____.
___Radiators don't have steam valves in ____.
___Is there an automatic cut-off switch for the oil burner?
___Is there a self-closing metal door on the boiler room?

KITCHEN
___Does the kitchen sink work properly?
___Does the stove work properly?
___Does the refrigerator work properly?

BATHROOM
___Does the toilet work properly?
___Does the bathroom sink work properly?
___Is the bathroom floor watertight?

FIRE ALARM SYSTEM
(For multi-family dwellings.)
___Are fire alarms in working order?

FIRE ALARM SYSTEM (continued)

___Do fire extinguishers have tags saying they've been inspected during the last 12 months?
___Are the exterior fire escapes rusted or damaged?
___Are there lights in the fire escapes at all hours?
___Are there smoke detectors?
___Do basement storage lockers have either heat sensors, smoke detectors, or a sprinkler system?

EXTERIOR OF THE BUILDING

___Is there mortar between the bricks? (Particularly at the corners of the building and the chimney.)
___Are there holes in the gutters?
___Are there rain conductors (vertical drains) and are they attached to under drains (in the ground)?
___Does the yard drain properly?
___Are concrete stairs or walks crumbling?

GENERAL

___Do all rooms have either natural or mechanical ventilation?
___Are there rats, mice, or roaches?
___Is trash kept in covered containers?
___Are there lights in the hallways 24 hours a day?
___Are there banisters for stairways having more than three steps?
___Is there adequate hot water?
___Is the sewer system working properly?
___Does the roof leak?

From Repairs: A Guide to Tenants' Rights by Tenants' Action Group of Philadelphia

Sample Letters

DO NOT SEND THESE LETTERS. THESE ARE ONLY SAMPLES TO HELP YOU WRITE YOUR OWN LETTER.

Breaking Your Lease and Moving Out

FIRST LETTER

Your name
Your address
Date

Landlord's name
Landlord's address

Dear _____,

I am writing to you regarding repairs that are needed on the house/apartment [choose one] I rent from you, located _____.

The specific problems which must be repaired are: _____.

As you recall, we discussed these problems on _____ [date]. [Use this line only if it applies to you.]

These conditions are serious and I consider them to be a breach of your responsibility to keep the premises in safe, sanitary, and livable conditions.

If these conditions are not corrected within _____ days, I intend to pursue my legal rights.

I would appreciate your prompt attention to this matter.

Sincerely,

Your name

SECOND LETTER

Your name
Your address
Date

Landlord's name
Landlord's address

Dear _____,

This is to advise you that I wil vacate my house/apartment [choose one] on _____ [date].

My forwarding address is _____ Please return my security deposit to the above address within 30 days after I vacate.

Sincerely

Your name

OR

Your name
Your address
Date

Landlord's name
Landlord's address

Dear _____,

This is to advise you that I a vacating my house/apartment [choose one] today.

My forwarding address is _____ Please return my security deposit t the above address within 30 days.

Sincerely,

Your name

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Sample Letters

DO NOT SEND THESE LETTERS. THESE ARE ONLY SAMPLES TO HELP YOU WRITE YOUR OWN LETTER.

Repair and Deduct

Your name
Your address
Date

Landlord's name
Landlord's address

Dear _____.

I am writing to you regarding repairs that are needed to the house/apartment [choose one] I rent from you, located at _____.

The specific problems which must be repaired are: _____.

As you recall, we discussed these problems on _____[date]. [Use this line only if it applies.]

These conditions are serious and I consider them to be a breach of your responsibility to keep the premises in safe, sanitary, and livable condition.

If these conditions are not corrected in _____ day(s), I intend to exercise my legal right to make the necessary repairs and deduct the cost from my rent payments.

I would appreciate your prompt attention to this matter.

Sincerely,

Your name

Withholding Some Rent

Your name
Your address
Date

Landlord's name
Landlord's address

Dear _____,

I am writing to you regarding repairs that are needed to the house/apartment [choose one] I rent from you, located at _____.

The specific problems which must be repaired are: _____.

As you recall, we discussed these problems on _____[date]. [Use this line only if it applies.]

These conditions are serious and I consider them to be a breach of your responsibility to keep the premises in safe, sanitary, and livable condition.

Please correct these conditions within _____ day(s). If you do not I intend to withhold a portion of my monthly rental payments due to the defective conditions.

I would appreciate your prompt attention to this matter.

Sincerely,

Your name

From Repairs: A Guide to Tenants' Rights
by Tenants' Action Group of Philadelphia

HOW TO USE THE GRIEVANCE PROCEDURE

As a tenant in public housing, you have a right to prompt repairs from PHA. If you cannot obtain repairs through the usual channels, you have a right to use the PHA grievance procedure, which is described below:

How to Ask for the Hearing

1. Fill out the attached form, being sure to list all the needed repairs. If you are asking for an abatement of your rent (a reduction of your rent due to the conditions in your unit), be sure to add "I request a rent abatement" on the form. Send the form to:

Philadelphia Housing Authority
Legal Department
2012 Chestnut Street
Philadelphia, PA 19103

Forms are also available from your manager's office.

2. Once they receive your grievance request, PHA will schedule either a settlement conference or a hearing and will notify you of the date.

What Happens at the Settlement Conference

3. A settlement conference is simply a meeting with PHA's lawyer and your manager to try to settle the case without going before an arbitrator. At your settlement conference, PHA may offer you a schedule of repairs and a rent abatement. If you

reach an agreement, the process ends there. PHA should type up the award and send you a copy. But remember that you do not have to accept PHA's offer; you have the right to take your case before an arbitrator and let the arbitrator decide.

4. If you do not reach an agreement with PHA at the settlement conference, tell PHA that you want them to schedule a hearing before an arbitrator. The arbitrator does not work for PHA, but he does have the power to order PHA to do certain things, including repair your unit and abate your rent.

Escrowing Your Rent

5. While you are waiting for the hearing to be scheduled, you have the right to put your money into escrow with the Urban League instead of paying it to PHA. You must escrow rent for the month after the month in which you ask for the hearing, or you will lose your right to the hearing. For example, if you submit the attached grievance request in August, you must escrow rent in September or PHA does not have to give you a hearing. Also, you must escrow each month after that or you will lose the right to a rent abatement for that month.

To open an escrow account, call Ms. Holland Brown at the Urban League, 476-4623. Tell her that you have requested a grievance hearing from PHA and that you would like to open an escrow account. She will help you with the arrangements. If you prefer, you may pay your rent to PHA, but they might feel less

incentive to repair your unit if they continue to receive your rent. If you choose to pay your rent to PHA instead of into escrow, the same requirements apply about paying the month after you request the hearing, and later months.

Once your money is in escrow, it cannot be removed except by order of the arbitrator or by agreement between you and PHA.

How to Prepare for the Hearing

6. At the grievance hearing before the arbitrator, you will have to show that you are entitled to what you have asked for. If you have asked for repairs, you must show that the repair problem exists and that PHA knows that it exists. It is helpful to have copies of Notices of Violation issued by the city's Department of Licenses and Inspections ("L & I"). L & I sends these notices to PHA when they find violations, so they can serve as proof that PHA knew about any problems they mention. You can request an L & I inspection by phoning your district office, which is listed in the blue pages of your phone book. A few weeks after the inspection, you can obtain copies of any violations they find by phoning Central Clerical at 686-2440; there may be a small charge for copying the violation reports.

Photographs that you take are also helpful to prove that your grievance is justified. Be sure to use a flash or have plenty of light for indoor pictures. Your personal testimony, or the testimony of neighbors, family, or others will also help.

What to Expect at the Hearing

7. PHA's lawyer and your manager or assistant manager will also be at the grievance hearing. PHA's lawyer will have a chance to "cross-examine" you, or ask you questions about the problems to make it look as if you didn't report them to your manager as long ago as you say you did, or as if the problems are not as severe as you say they are. The manager will also have a chance to tell about the efforts PHA made to fix the problems, and to show the arbitrator their repair slips. Of course, you have the same right to cross-examine PHA's witnesses as they have to cross-examine you and your witnesses.

8. You should tell the arbitrator exactly what you want, and why you think he should give it to you. For example, if you want one-fourth of your rent for certain months to be abated, you should be able to explain why your unit was one-fourth less useful to you than it should be, or how the defects that you complained about made your life and your children's lives more difficult. If you want things fixed sooner than PHA is willing to fix them, you should be able to explain why the repairs are urgent, or perhaps why some are more urgent than others.

9. The arbitrator will mail you his award in a few days. You will have to stay on top of PHA to be sure that they do the repairs and credit your rent in accordance with the arbitrator's

award. If PHA persistently fails to comply with your award--whether you got the award by agreement or after a contested hearing before an arbitrator--you may phone Community Legal Services at 893-5306. Best of luck.

CHECK LIST

This is a check list of steps in the grievance procedure. If you refer to it, and check off each step as it is completed, you will avoid some of the common traps:

____ I request repairs before filing grievance. Date(s) and person(s) I spoke to _____

____ I request grievance

____ I call L & I

____ L & I inspector comes

____ I get L & I report from Central Clerical

____ I take photos, find witnesses, gather evidence

____ PHA sends notice of settlement conference (date: _____)

____ Settlement conference held (date _____)

____ Grievance settled and PHA sends signed or written settlement award

____ Grievance not settled and PHA reschedules for hearing

____ Hearing held (date: _____)

____ Arbitrator sends written decision

____ Repair deadline(s): _____

_____

____ PHA completes repairs ____ yes ____ no

____ PHA credits rent abatement and either reduces balance or sends check

ADDITIONAL POINTS IN DWELLING LEASE (II)

11. To allow Management reasonable access to inspect or repair and or modernize the dwelling unit. Whenever it is determined that the condition of the dwelling unit is in violation of applicable ordinances, regulations, statutes or laws, Tenant agrees to accept reasonable alternative housing, either temporarily or permanently, at the sole discretion of Management. Where the condition of the unit is due to the fault of Management, and Management determines that alternative housing is necessary or desirable, Management shall bear the expense of moving if tenant would otherwise be forced to bear the cost. If such costs are otherwise recoverable by Tenant, Tenant agrees to reimburse Management for its costs incurred.

12. To use his dwelling unit for strictly residential purposes only.

13. Not to plac- any additional locks or locking devices on the entrance door other than a chain latch on the inside of the entrance door.

14. Tenants of Scattered Site units are responsible for the removal of ice and snow from the front of their dwelling unit. In cases of more than one family in a building, it will be the responsibilty of the first floor tenant. A rent credit will be allowed to cover the reasonable cost of needed materials.

15. Tenant may request an interim rent reduction when entitled under applicable rules and regulations. This request must be made in writing and signed by the tenant.

16. Tenant may request a rent extension based upon a showing of good cause. This request must be made in writing and signed by the tenant.

17. Tenant may request permission to pay twice a month if Tenant shows good cause. This request must be made in writing and signed by the tenant.

18. Tenant may request a hearing pursuant to HUD Circular RHM 7465.9 concerning Management action in conducting inspections, collecting or adjusting rents, imposing extra charges, performing maintenance, scheduling evictions, or denying transfers. This request must be in writing and signed by the tenant.

19. Tenant further agrees and understands that the terms and conditions of this lease may be changed by Management after thirty (30) days' written notice of such change.

20. Upon termination of the lease, Tenant must advise Management in writing as to his forwarding address.

21. Tenant agrees to abide by regulations promulgated from time to time by Management. The regulations shall become an integral part of the lease. The applicability of such regulations to Tenant may be challenged by Tenant through the Grievance Procedure established pursuant to HUD Circular RHM 7465.9.

A NEW LEASE FOR PUBLIC HOUSING TENANTS, SUGGESTED ACTIVITIES

I. Who are each of the following groups? What is the abbreviation for each one?
   A. Resident Advisory Board
   B. Community Legal Services
   C. Philadelphia Housing Authority

   1. What does each group do?
   2. Have you ever contacted any of these groups? Why? How did you reach them?
   3. If not, can you imagine that you would ever want to contact any of them? Why? How would you do this?

II. Word Families
   A. What is similar about the words REVISE and REEXAMINE? What other words can you think of that follow this pattern?
   B. What is the root word for each of the following words? What endings or beginnings have been added to the root? How do the word parts help you understand the longer word?
      1. misleading
      2. scary
      3. termination
      4. regulations
      5. occupants/occupancy
      6. lawyer
      7. additional
      8. violation
      9. grievance
      10. acknowledge

III. Explain each of the following phrases. Discuss.
   1. federal regulations
   2. give the impression
   3. in excess of
   4. continued occupancy
   5. grievance hearing

IV. Comprehension
   1. How was the 1970 public housing tenant lease written?
   2. Why do some people think the Philadelphia Housing Authority has written a new lease?
   3. How is the language in the new lease different?
   4. Why is it that the Housing Authority cannot legally make certain rules and regulations, even if tenants sign a lease agree to them?
   5. How are some parts of the revised lease misleading?
   6. How is the housing authority taking away some tenants' rights in the revised lease?

V. Discussion/Writing
   1. Why do you think that many official documents are written in difficult language, even when it is not necessary?
   2. Have you ever had a problem that came about because you signed something without knowing what you signed? Explain what happened.
   3. Why do you think the housing authority wanted to change the lease?
   4. Why do you think they have been able to make this change?
   5. How do you think the tenants' organizations should respond?

TENANT-MANAGEMENT*

In the early 1980's, the Reagan administration began talking about scrapping public housing. An advocacy group in Philadelphia, called the Housing Association of Delaware Valley, decided to look at what could be done. They studied public housing across the country and discovered something called "Tenant-Management." This means that housing authority management is replaced with tenants who have management training. Residents of a public housing development elect anyone, usually other tenants, to a tenant management corporation. This group will manage the development, create policies and programs, and select a manager who will live on site. The Housing Association found that tenant-management had been successful in several cities, including Boston, St. Louis, Louisville, Cleveland, and New Orleans.

They published their study in a 1985 booklet called Salvaging Public Housing-Alternatives for Action. The regional office of HUD liked the study. They wanted to try tenant-management in Philadelphia. They offered to help start it in two developments. The Housing Association knew that this was something that needed to be done carefully. They felt that more research was necessary. They decided to study the places where tenant-management had failed. They wanted to learn from mistakes that had been made in other cities so that they would not be repeated in Philadelphia.

The Housing Association researchers had met a woman named Bertha Gilkey. Mrs. Gilkey is a resident who had begun tenant-management at a public housing development, called Cochran Gardens, where she still lives in St. Louis. Mrs. Gilkey was so successful that she started training women in other developments. They have since formed a consulting firm called "Urban Women." The firm is based in St. Louis and trains public housing tenants all around the world.

**This is based on a interview with John Madore of the Housing Association of Delaware Valley.

Bertha Gilkey agreed to come to Philadelphia to help the Housing Association design a training programs, for tenants from developments, interested in tenant-management. The four month leadership training program is now in process.

A "team" of groups is involved in this process. It includes HUD, Philadelphia Housing Authority, Pennsylvania Department of Community Affairs, the city's Office of Housing, the Urban Affairs Partnership, the Resident Advisory Board, and the Citywide Tenant Action Coalition, as well as the Housing Association of Delaware Valley.

One of the main purposes of tenant-management is to instill pride and hope. Many have come to realize that tenants who are informed and work together can accomplish almost anything. Seventeen years ago, the housing authority in St. Louis was planning to tear down Cochran Gardens. It was in such bad condition that about half the units were vacant. Now Cochran Gardens is a model development in its condition, appearance, and the quality of its management. Through extensive training and commitment, tenant-management changed one of the worst developments in the country into one of the best.